MAINE DEPARTMENT OF TRANSPORTATION

MAINTENANCE AND OPERATION OF
ROCKLAND BRANCH

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Maine Department of Transportation ("MAINEDOT") hereby requests proposals from shortline rail operators and other interested parties to operate and maintain the Rockland Branch rail line between Brunswick and Rockland Maine. More specifically, MaineDOT is seeking proposals to operate freight rail service over the Brunswick Terminal Area, the Brunswick to Rockland Branch Line, and the Atlantic Branch Line (see Appendix 1) for a ten-year period. Additionally, MaineDOT is seeking proposals from operators for passenger operations or Amtrak host railroad service over the aforementioned area. Proposals for passenger/host railroad operations can include any combination of the following options:

- Seasonal or year around scheduled passenger operations connecting to Amtrak Downeaster service
- Seasonal passenger excursion operations coordinated with Amtrak Downeaster service
- Seasonal and/or charter excursion operations
- Amtrak host railroad operations

The Brunswick Terminal Area has the meaning stated in Paragraph 1(b) of the Brunswick Terminal Area Letter Agreement. The Brunswick Terminal Area is depicted in Exhibit B to the Brunswick Terminal Area Letter (Appendix 2)

The Brunswick to Rockland Branch Line means the railroad branch line owned by the Department and located between milepost 29.40 in Brunswick, Cumberland County, Maine, and milepost 85.55 in Rockland, Knox County, Maine, said railroad branch line consisting of railroad rights-of-way situated in:

- Brunswick, Cumberland County, Maine
- West Bath, Sagadahoc County, Maine
- Bath, Sagadahoc County, Maine
- Woolwich, Sagadahoc County, Maine
- Wiscasset, Lincoln County, Maine
- Edgecomb, Lincoln County, Maine
- Newcastle, Lincoln County, Maine
- Nobleboro, Lincoln County, Maine
- Waldoboro, Lincoln County, Maine
- Warren, Knox County, Maine
- Thomaston, Knox County, Maine
- Rockland, Knox County, Maine

A 2003/2004 rehabilitation of the Rockland Branch included the replacement of 40% of the ties on the line and the installation of 119# CWR. (Buffer rails and turnouts are 115#.) Additional tie replacement and surfacing has occurred over the last 20 years.

CSX has freight operating rights between Railway Mile 29.40 and Railway Mile 33.79 (east of Hardings Siding). A copy of the Freight Easement Agreement between and among Maine Central Railroad Company, ST and the State of Maine is contained in Appendix 3.

The Atlantic Branch Line means the railroad branch line owned by the Department and located between milepost 85.55 and milepost 86.65 in Rockland, Knox County, Maine, said railroad branch line consisting of railroad rights-of-way situated in Rockland, Knox County, Maine.

Freight customers on the Rockland Branch include:

- Bath Iron Works Hardings Plant (in Brunswick)
- American Steel and Aluminum (West Bath)
- Dicaperl Minerals (in Thomaston)
- O'Hara Lobster Bait (Rockland)
- Dragon Products (former customer in Thomaston)
- Beaver Enterprises (former customer in Rockland)

Appendix 4 contains a spreadsheet showing freight traffic on the Rockland Branch for the August 2022 to September 2023. Contact information for shippers on the Rockland Branch is available upon request.

Additional information about the Rockland Branch is contained in Appendix 5.

For purposes of this Request for Proposals:

1. "Respondent" means an interested party submitting a proposal in response to this Request for Proposals; and

2. "Operator" means the operator selected by MaineDOT to maintain, and to operate freight and/or passenger rail service over the Rockland Branch.

II. SERVICES FOR WHICH PROPOSALS ARE SOUGHT

A. FREIGHT SERVICE.

MaineDOT seeks proposals to maintain and to operate freight rail service over the Rockland Branch for a ten-year period.

The Rockland Branch meets FRA Class 1, Class 2 and Class 3 track standards depending on location. Operator will be responsible for all aspects of maintaining the

Rockland Branch so that the Rockland Branch remains in the same condition it is in currently Operator's maintenance activities on the Rockland Branch will be appropriate to the level of freight and passenger rail service operating over the Rockland Branch (or segments thereof).

Operator's maintenance responsibilities will encompass all rail line maintenance needed to enable continued safe and reliable operation of freight rail service and proposed passenger rail service in compliance with all applicable federal and state statutes and regulations. Operator's maintenance responsibilities will include (without limitation):

- Rail repair and replacement
- Tie replacement
- Surfacing
- Ditching and drainage structures
- Brush cutting and weed control
- Grade crossing maintenance
- Crossing signal/warning device maintenance
- Wayside signal maintenance
- Bridge maintenance (including normal maintenance of track structure on all existing bridges but excluding substructures)
- Clearing wrecks/derailments (including complete removal of all damaged rolling stock and restoration of rail line to its previous condition)
- Track and bridge inspections
- Maintenance of Rockland engine house
- Maintenance of Waldoboro car house
- Maintenance of such other non-track structures and facilities that MaineDOT may construct in the future
- Maintenance of cattle fences

Interested parties are reminded that, under Maine law, operating railroads are entitled to an annual 50% reimbursement for all incurred public crossing maintenance costs, subject to a cap of $1,500 per crossing and further subject to available funding. Additionally, MaineDOT provides reimbursement for private crossing maintenance costs. The following amounts were made available for calendar year 2023:

Public crossing maintenance:	$68,043
Private crossing maintenance:	$5,170

Operator will provide freight rail service over the Rockland Branch in a manner that meets the needs of current and future freight customers and minimizes interference with passenger rail service.

B. PASSENGER RAIL SERVICE

In addition to proposals to operate Freight rail service, MaineDOT is seeking proposals for passenger operations over the Rockland Branch. These can be from the Freight operator or from passenger operators submitting proposals partnering with a Freight operator or for independent passenger operations that will coordinate with the selected Freight operator. Proposals for passenger operations can include any or all the following options:

- Seasonal or year around scheduled passenger operations connecting to Amtrak Downeaster service
- Passenger excursion operations
- Seasonal and/or charter excursion operations

The respondent selected by MaineDOT to maintain, and to operate freight rail service over the Rockland Branch is encouraged to submit a proposal for the operation of scheduled passenger rail service between Brunswick and Rockland as part of a proposal submission. Moreover, one criterion by which proposals submitted in response to this Request for Proposals will be evaluated will be Respondent's experience operating scheduled/excursion passenger rail service

Operator must be committed to the success of scheduled passenger rail service between Boston, Portland and Brunswick and between Brunswick and Rockland, no matter who is operating these scheduled passenger rail services. In addition, Operator must be willing to agree at the outset to the contractual framework within which these services, if operated by others, will operate. Part of this contractual framework will be based on the proposals that are submitted in response to this Request for Proposals.

In order to complete the remainder of the contractual framework within which scheduled passenger rail services will operate, Respondents should include in their proposals:

1. proposed per-unit-mile track charges to be paid by passenger operations in light of Operator's maintenance of the Rockland Branch (which track charges are intended to be based on the incremental cost associated with the operation of passenger services);

2. a proposed framework for the allocation of liability between Operator and each PSO, giving due regard to the liability limitation specified in 23 M.R.S.A. § 8012;

3. Subsidy and payment framework of any costs to be paid by MaineDOT or NNEPRA for any scheduled passenger operations on the branch connecting to the Amtrak Downeaster at Brunswick.

4. proposed insurance coverage for each PSO to maintain, bearing in mind that each PSO will be required to maintain the liability insurance specified in 23 M.R.S.A. § 8012; and

Any failure by Operator to comply with its commitments pertaining to passenger rail service will constitute a default by Operator, for which may terminate its contract with Operator and pursue any and all legal and equitable remedies that may be available.

C. AMTRAK-HOST OPERATING AGREEMENT

Additionally, MaineDOT is seeking proposals from operators who are interested in serving as host railroad for a proposed Amtrak pilot service over the Rockland Branch. The final AMTRAK schedule is subject to change, but the current proposed Amtrak 2-year pilot service includes the following trip schedules:

- Between Brunswick and Bath two times daily, Monday-Friday year-round to serve Bath Iron Works.
- Seasonal May-October two to three times per day Thursday-Sunday between Brunswick and Rockland.

The host railroad is expected to limit operational windows for freight and excursion service when Amtrak trains are present (freight service would likely have to occur at night; excursion service would likely be limited to Monday-Wednesday).

Respondents should indicate their willingness to serve as a host railroad and to enter into a bi-lateral Amtrak-host operating agreement based on the parameters provided above and further detailed in Appendix 6 Host Railroad and Amtrak Operations Overview.

Additionally, respondents should detail how any proposed freight, passenger, or excursion service would function based on the temporal limitations suggested above.

Finally, respondents should provide a preliminary estimate of cost to provide host railroad services as outlined in Appendix 6.

III. RFP COORDINATOR

All contact regarding this RFP must be made through the RFP Coordinator listed below, by email. The contact includes questions, requests for clarification, and Proposal submissions.

RFP Coordinator: Nathan Howard
Title: Rail Transportation Director
Email address: nathan.howard@maine.gov

IV. REQUESTS FOR CLARIFICATION / RFP AMENDMENTS

All questions, requests for clarification, and requests for additional information, must be submitted, via e-mail, to the RFP Coordinator. Such correspondence must reference the Rockland Branch RFP in the e-mail subject line. The deadline to submit questions

and/or requests is 5:00 p.m. ET on 9/27/24. Requests received after this deadline will not be accepted. Responses to questions and clarification requests will be placed on the MaineDOT website: https://www.maine.gov/mdot/cpo/rfps/, no later than close of business on 10/4/24. MaineDOT reserves the right not to answer any question received. It is the potential Proposer's responsibility to check the referenced RFP website for the posting of (1) responses to all received questions/requests and (2) any amendments that may be issued in regard to this RFP.

V. INFORMATIONAL MEETING

An informational meeting regarding this Request for Proposals will be held via Teams at 8:00 AM on 10/10/24 at 1:00 PM EST. Please contact RFP coordinator for details.

Interested parties are encouraged to attend this informational meeting.

VI. OPTIONAL ON-SITE INSPECTION

Interested parties are encouraged to inspect the Rockland Branch before submitting a proposal. Inspection trips with a MaineDOT escort will be arranged during the week of October 13th. Respondents should provide their own Hi-Rail vehicles for the inspection trip. Please contact Nathan Howard by 9/27/24 to arrange an inspection trip. Any interested party submitting a proposal thereby represents that it has adequately inspected the Rockland Branch and thereby assumes any risk arising from any failure to perform such an inspection.

VII. FORM OF PROPOSALS

Proposals should be in the form described in Appendix 7 and should be signed by a duly authorized individual. MaineDOT may in its discretion reject any proposal that is incomplete.

VIII. SUBMISSION OF PROPOSALS

All proposals must be received by the RFP Coordinator, via e-mail, no later than 2:00 P.M. Eastern Standard Time on Friday, October 25, 2024.

IX. EVALUATION OF PROPOSALS

Proposals will be evaluated by representatives of MaineDOT/NNEPRA based on the following weighted criteria:

- Respondent's operating and management experience, available expertise, and overall ability to perform the services described in the proposal (25 points)
- Cost/revenue to MaineDOT (25 points)
- Terms for operating passenger service and /or providing host RR services for AMTRAK (20 points)
- Respondent's financial condition (10 points)
- Maintenance equipment being provided by Respondent (10 points)

- Operating equipment being provided by Respondent (10 points)

X. FORM OF CONTRACT

MaineDOT's receipt of a proposal pursuant to this Request for Proposals does not create any contract or commitment by MaineDOT.

The form of any contract ultimately entered into by MaineDOT will depend in part on the content of the proposals that are submitted in response to this Request for Proposals and will likely be in the form of a lease of the Rockland Branch to Operator. Any interested party submitting a proposal thereby agrees that in the event a contract is entered into, the contract will include (along with other provisions agreed to by the parties) the provisions set forth in Appendix 9. The contract also will include provisions required by federal and state law, including (without limitation) provisions pertaining to:

- Buy America
- Conflict of interest
- Debarment/suspension/ineligibility/voluntary exclusion
- Disadvantaged business enterprises
- Equal employment opportunity/non-discrimination, affirmative action and civil rights
- Lobbying
- Non-Appropriation
- Wage rates and labor laws

While nothing herein precludes MaineDOT from agreeing to changes to the provisions set forth in Appendix 9, Respondents should not assume that MaineDOT will agree to such changes.

XI. FREEDOM OF ACCESS ACT

Interested parties are advised that under Maine's Freedom of Access Act, 1 M.R.S.A. § 401, et seq., "public records" (as that term is defined in 1 M.R.S.A. § 402(3)) are available for public inspection and copying.

As a general matter, proposals submitted in response to this Request for Proposals are "public records" available for public inspection and copying. If, however, a Respondent believes that parts of its proposal fall within one or more of the exceptions to the definition of "public records" set forth in 1 M.R.S.A. § 402(3), that Respondent may submit those parts of its proposal, with each page marked "Confidential", in a separate envelope marked "Confidential". Included in the envelope should be a non-confidential statement of the basis for Respondent's claim that those parts of its proposal fall within one or more of the exceptions to the definition of "public records". Designating parts of a proposal "Confidential" does not by itself ensure that those parts of the proposal will remain confidential.

In the event that MaineDOT receives a request to inspect or copy those parts of Respondent's proposal marked "Confidential", MaineDOT will notify Respondent that

such a request has been received and will make an independent determination of whether those parts of Respondent's proposal marked "Confidential" fall within one or more of the exceptions to the definition of "public records".

Those parts of Respondent's proposal marked "Confidential" that MaineDOT determines do not fall within any exception to the definition of "public records" will be disclosed to the requesting party. Any interested party submitting a proposal thereby waives any claim against MAINEDOT arising out of or in connection with any such disclosure.

Those parts of Respondent's proposal marked "Confidential" that MaineDOT determines do fall within one or more of the exceptions to the definition of "public records" will not be disclosed to the requesting party. Any such determination is, however, subject to judicial review, and MaineDOT will comply with any final order issued as a result of any such judicial review. Any interested party submitting a proposal thereby waives any claim against MaineDOT arising out of or in connection with any disclosure that may be made pursuant to any such final order.

XII. MISCELLANEOUS

1. MaineDOT does not commit to enter into any contract for any of the services that are the subject of this Request for Proposals.

2. MaineDOT reserves the right:

   (a) to waive any immaterial defect in a proposal;
   (b) to reject any and all proposals, or portions thereof; and/or
   (c) to reissue this Request for Proposals or to issue one or more different requests for proposals replacing this Request for Proposals.

3. Proposals will be valid and irrevocable for ninety days after the deadline for submission.

4. MaineDOT is not liable for any costs incurred in the preparation of any proposal.

5. MaineDOT makes no express or implied guarantees, representations or warranties with respect to:

   (a) subsurface site conditions on the Rockland Branch;

   (b) title to the Rockland Branch; or

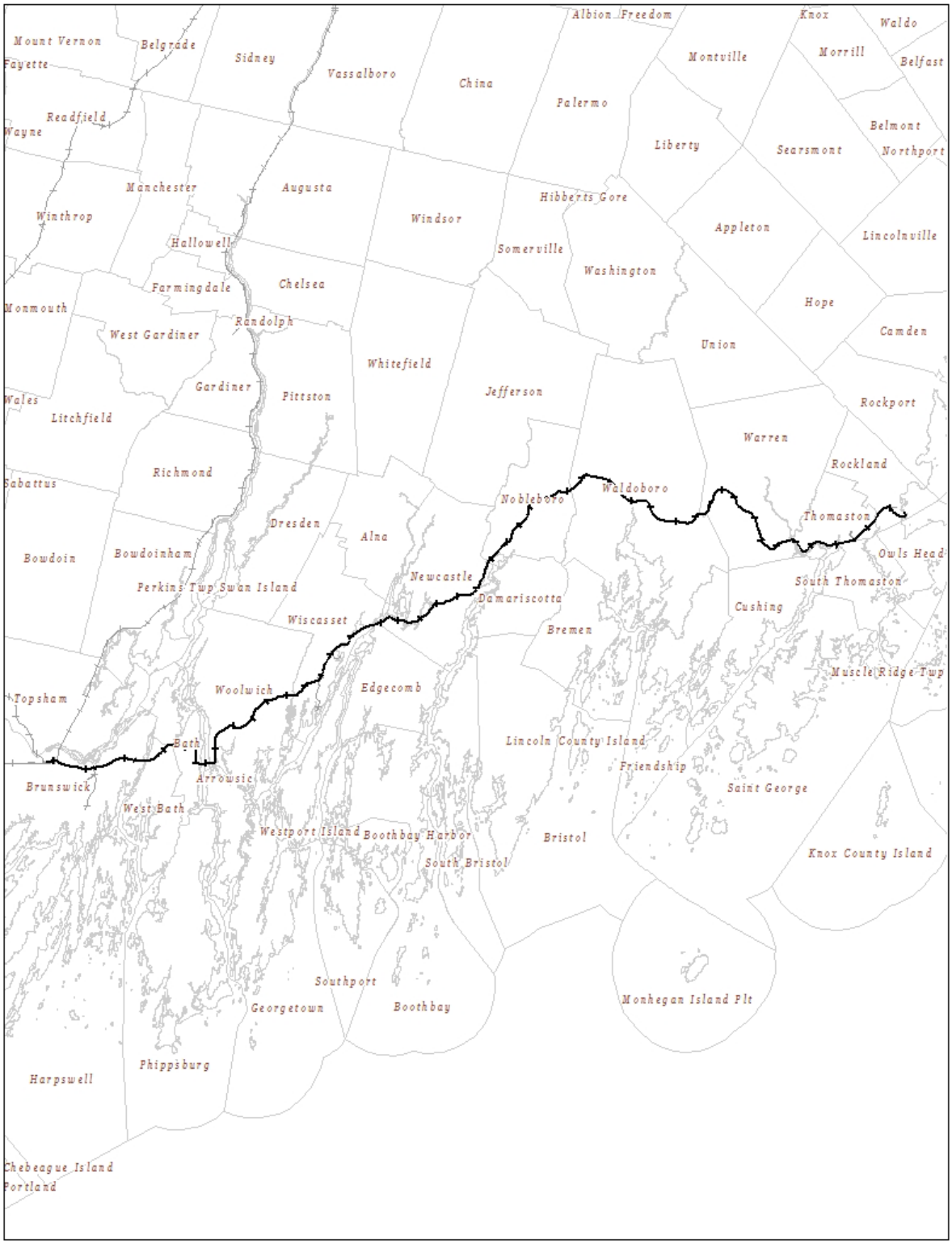
   (c) any of the information contained in this Request for Proposals.

6. Respondents may be requested to provide additional information and may be requested to send one or more representatives to participate in an interview with MaineDOT representatives.

7. No person who is a present or former official or employee of the State of Maine may (a) be employed or otherwise engaged by a Respondent in a position that would constitute a violation of 5 M.R.S.A. §18 or 17 M.R.S.A. § 3104; or (b) have any direct or indirect pecuniary interest in a Respondent or in any contract ultimately entered into, or receive or be eligible to receive, directly or indirectly, any benefit that may arise from any contract ultimately entered into, that would constitute a violation of 5 M.R.S.A. §18-A or 17 M.R.S.A. § 3104.

8. Any appeal from a contract award decision with respect to the services that are the subject of this Request for Proposals will be in accordance with the appeal procedures set forth in 5 M.R.S.A. §1825-E and the rules implementing those appeal procedures.

APPENDIX 1
ROCKLAND BRANCH MAP



APPENDIX 2
BRUNSWICK TERMINAL AREA LETTER

75 West Commercial Street, Suite 104
Portland, Maine 04101-4631
207-780-1000 Tel
207-780-1001 Fax
www.AmtrakDowneaster.com

Martin I. Eisenstein
Chairman

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

May 27, 2010

Joseph H. Boardman, President
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Nathan Moulton, Director - Rail Program
Maine Department of Transportation
16 State House Station
Augusta, Maine 04333-0016

David A. Fink, President
Maine Central Railroad Company
Springfield Terminal Railway Company
c/o Pan Am Railways
1700 Iron Horse Park
North Billerica, Massachusetts 01862

Gordon Fuller, Chief Operating Officer
Morristown & Erie Railway Inc.
P .O. Box 2206
Morristown, New Jersey 07962

Re: Operation of Amtrak Trains Over
State-Owned Rail Lines in Brunswick, Maine

Dear Messrs. Boardman, Moulton, Fink, and Fuller:

This Letter Agreement by and among National Railroad Passenger Corporation ("Amtrak"), the State of Maine, by and through its Department of Transportation ("Maine DOT"), Northern New England Passenger Rail Authority ("NNEPRA"), Maine Central Railroad Company ("MEC"), Springfield Terminal Railway Company ("ST"), and Morristown & Erie Railway Inc. ("M&E") provides for the operation of Amtrak trains over

Amtrak Downeaster is a service made possible with funding through the Northern New England Passenger Rail Authority

segments of certain rail lines in Brunswick, Maine, owned by the State of Maine, portions of which are leased to and operated by M&E (doing business as Maine Eastern Railway):

1. **Definitions:** The following terms used in this Letter Agreement have the following meanings:

    a. "Brunswick Rail Infrastructure Improvements" means the track and signal improvements, within the Brunswick Terminal Area, that are depicted on Exhibit A to this Letter Agreement.

    b. "Brunswick Terminal Area" means that portion of the property that was conveyed by Maine Central Railroad Company to the State of Maine by deed dated February 26, 1991, and recorded in the Cumberland County Registry of Deeds in Book 9572, Page 306, that is located in Brunswick, Maine, and that is further bounded by the following three endpoints:

        i. the property boundary line with MEC at the easterly sideline of Church Road (at approximately Pan Am Railways MP 14.97);

        ii. the town line between Brunswick, Maine, and Topsham, Maine; and

        iii. Rock Junction (at approximately Pan Am Railways MP 16.40).

    The Brunswick Terminal Area is depicted on Exhibit B to this Letter Agreement.

    c. "Effective Date" means such date as Amtrak shall designate, after consultation with, and notice to, the parties to this Letter Agreement; the intent of the parties to this Letter Agreement being that the Effective Date shall coincide with the substantial completion of, and the activation of the signals that are included in, the Brunswick Rail Infrastructure Improvements.

2. **Permission to Operate Amtrak Trains:** Subject to the terms and conditions of this Letter Agreement, Maine DOT hereby grants permission to Amtrak, commencing on the Effective Date, to operate Amtrak trains over all tracks located within the Brunswick Terminal Area. MEC, ST, M&E, and NNEPRA join in such grant to the extent, if any, that their permission is required.

3. **Coordination With Freight Operators:**

    a. MEC and ST have certain retained freight operating rights in the Brunswick Terminal Area. These retained freight operating rights are described in the Freight Easement Agreement dated February 26, 1991, between and among MEC, ST, and Maine DOT (the "Freight Easement Agreement"). Amtrak has

reviewed and is familiar with the terms of the Freight Easement Agreement. Amtrak shall comply with the provisions of the Freight Easement Agreement pertaining to its operations in the Brunswick Terminal Area, and Amtrak shall be subject to the obligations of an Operator specified in the Freight Easement Agreement for such periods as Amtrak operates Amtrak trains in the Brunswick Terminal Area; provided, however, that:

i. In light of Paragraphs 4 and 5 of this Letter Agreement, MEC and ST waive the final sentence of Section 4.2 of the Freight Easement Agreement (pertaining to maintenance by the passenger operator);

ii. In light of Paragraph 6 of this Letter Agreement, MEC and ST waive Section 5.5 of the Freight Easement Agreement (pertaining to control of dispatching and operation by the passenger operator);

iii. In light of Paragraph 7 of this Letter Agreement, MEC and ST waive: i) the second sentence of Section 5.6 of the Freight Easement Agreement to the extent that such sentence would obligate Maine DOT to require Amtrak to indemnify, protect, defend, and save harmless MEC and ST, ii) Section 7 of the Freight Easement Agreement to the extent that it would impose any obligations or liability on Amtrak, and iii) the second sentence of Section 8.1 of the Freight Easement Agreement to the extent that such sentence would require Amtrak to undertake either of the two alternative responsibilities set forth in Section 8.1(a) and 8.1(b) of the Freight Easement Agreement; and

iv. In light of 49 USC § 24101 et seq., MEC, ST, and M&E waive the provisions of Section 5.1 of the Freight Easement Agreement to the extent, if any, that those provisions may limit either the priority of Amtrak passenger trains over freight trains or the hours when Amtrak passenger trains may operate.

b. A portion of the Brunswick Terminal Area is included in a certain Lease and Operating Agreement dated October 1, 2003, by and between Maine DOT and M&E (the "Lease and Operating Agreement"). Amtrak has reviewed and is familiar with the terms of the Lease and Operating Agreement. Maine DOT and M&E agree that i) the provisions of Section 10.10 of the Lease and Operating Agreement shall not apply to Amtrak or to Amtrak's operations or work on the "Leased Premises," as defined therein, and ii) this Letter Agreement satisfies the requirement in Section 11.1(d) of the Lease and Operating Agreement that, prior to the commencement of any passenger rail service by a third-party passenger service operator, M&E shall reach an agreement with said operator covering the terms and conditions for the operation of the passenger rail service.

c. Except as specifically stated in this Letter Agreement, this Letter Agreement shall not alter the rights that any party may have under the Freight Easement Agreement and/or under the Lease and Operating Agreement.

d. All parties to this Letter Agreement shall work to facilitate the operation of Amtrak trains over tracks located within the Brunswick Terminal Area in the least amount of time, consistent with good operating practices.

e. MEC, ST, and M&E shall enter into a mutually acceptable interchange agreement to enhance the coordination of their respective railroad operations within the Brunswick Terminal Area.

f. In the event of a derailment within the Brunswick Terminal Area, the railroad operating the train that derailed shall be responsible for re-railing, or making arrangements for re-railing, all derailed rolling stock. Any derailment of a train operated by MEC/ST or M&E that affects the operation of Amtrak trains shall be cleared as soon as possible.

4. **Track Maintenance:** Commencing on the Effective Date, MEC and ST shall maintain and inspect all tracks, crossovers, sidings, and switches located within the Brunswick Terminal Area. The main line track segment located between the easterly sideline of Church Road and Rock Junction shall be maintained to a) a level of utility that permits Amtrak trains to be operated with a reasonable degree of regularity and passenger comfort, and b) no less than FRA Class 3 (as described in 49 CFR Part 213). The controlled siding located parallel to a portion of this main line track segment shall be maintained to a) the FRA track class to which the controlled siding was constructed at the completion of the Brunswick Rail Infrastructure Improvements, or b) FRA Class 2 (as described in 49 CFR Part 213), whichever is greater. All other tracks located within the Brunswick Terminal Area shall be maintained to no less than FRA Class 1 (as described in 49 CFR Part 213).

5. **Signal Maintenance:** Commencing on the Effective Date, MEC and ST shall maintain all crossing and wayside signals located within the Brunswick Terminal Area, up to and including the home signal at the easterly limit of the Rock Junction interlocking.

6. **Operational Control and Dispatching:** Commencing on the Effective Date, ST shall maintain operational control over, and shall dispatch, all trains operating within the Brunswick Terminal Area, including Rock Junction. Passenger trains shall have priority over freight trains. Changes to ST's operating rules and practices within the Brunswick Terminal Area after the Effective Date shall be subject to prior review and approval by M&E and Amtrak; provided, however, that such approval shall not be unreasonably withheld or delayed, and provided further than in urgent circumstances, under which such prior review and approval is not feasible, review and approval by M&E and Amtrak shall take place as soon as reasonably feasible.

7. **Risk of Liability:** For purposes of this Letter Agreement and with respect to train operations within the Brunswick Terminal Area only:

   a. As between Amtrak, MEC, and ST, i) Article V of the May 29, 1998 Agreement titled "Terms and Conditions Applicable to Springfield Terminal Railway Company, Boston and Maine Corporation, Portland Terminal Company, and National Railroad Passenger Corporation for Operation Between Massachusetts/New Hampshire State Line and Portland, Maine," as amended, shall apply, ii) the Brunswick Terminal Area shall be considered part of the "Rail Lines" under Article V of such Agreement, and iii) MEC shall be considered a "Railroad" under such Agreement.

   b. As between Amtrak and Maine DOT, Section 6(a) of the December 2, 1996 Agreement For The Provision Of Rail Passenger Service Between National Railroad Passenger Corporation And Northern New England Passenger Rail Authority, as amended, shall apply, and "Maine DOT" shall be substituted for "Authority" wherever such term appears.

   c. As between Amtrak and NNEPRA, Section 6 of the December 2, 1996 Agreement For The Provision Of Rail Passenger Service Between National Railroad Passenger Corporation And Northern New England Passenger Rail Authority, as amended, shall apply.

   d. i) As between Amtrak and M&E, each will be responsible for injury to or death of its own passengers, employees, and contractors (including damage to their property), and damage to its equipment (whether owned, borrowed, rented, or leased), and will defend, indemnify, and hold harmless the other party, its subsidiaries, agents, successors, and assigns (collectively "Indemnitees") with respect to any such injury, death, or damage, irrespective of negligence or fault of the other party or its Indemnitees. The term "passengers" shall mean any person (other than an employee or contractor of Amtrak or M&E acting in the scope and course of his/her employment) who is (A) on a train operated by or for the account of Amtrak or M&E, (B) at or adjacent to the Brunswick station solely in connection with the indemnifying party's service for the purpose of boarding or detraining from a train, purchasing a ticket, meeting a train, making a reservation, obtaining information regarding train service, or conducting business with passengers riding the indemnifying party's trains, (C) at or adjacent to the Brunswick station, having detrained from a train operated by or for the account of one party, for the purpose of boarding a train operated by or for the account of the other (i.e., the indemnifying) party, or (D) at or adjacent to such passenger station solely for the purpose of providing local transportation to, or accompanying or meeting, a passenger riding the indemnifying party's trains.

ii) With respect to each other, Amtrak and M&E will each be responsible for injury to or death of non-passenger third parties, and for damage to their property, that arise out of the operation of its trains, and will defend, indemnify, and hold harmless the other, and the other's Indemnitees, with respect to any such injury, death, or damage, irrespective of negligence or fault of such other party or its Indemnitees. Amtrak and M&E will share equally the costs of any such injury, death, or damage that arises out of an accident involving trains of both Amtrak and M&E, irrespective of negligence or fault of either party or its Indemnitees.

iii) Notwithstanding Subparagraphs 7.d.(i) and (ii) above, the party whose train collides with a vehicle or person in a grade crossing shall defend, indemnify and hold harmless the other party and its Indemnitees for any injury, death, or damage arising out of such collision.

8. **No Payment for Operation of Amtrak Trains:** Amtrak is not required to pay for its use of the Brunswick Terminal Area.

9. **Effective Date and Term:** This Letter Agreement shall take effect on the Effective Date and shall remain in effect through December 14, 2021.

10. **Counterparts:** This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Please signify agreement to the provisions stated above by having an authorized representative sign the appropriate signature page, as well as the enclosed four duplicate original signature pages. Please then return everything to me. Once all original signatures have been obtained, I will distribute a fully-executed duplicate original to each party.

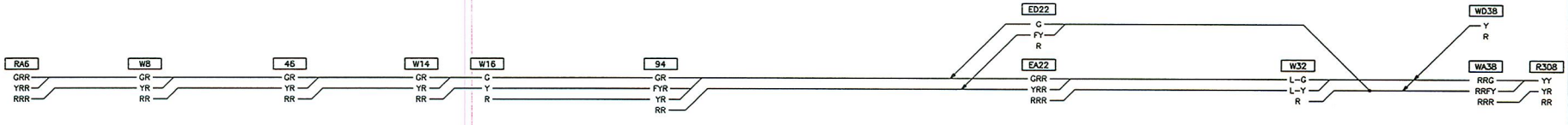
Sincerely,

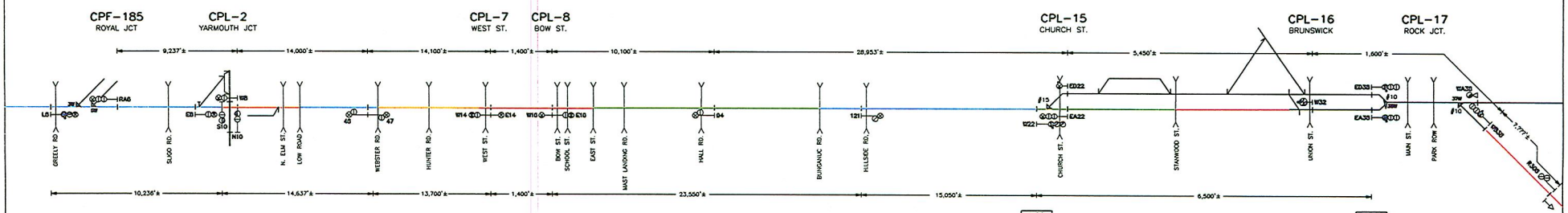
Patricia Quinn
Executive Director

EXHIBIT A

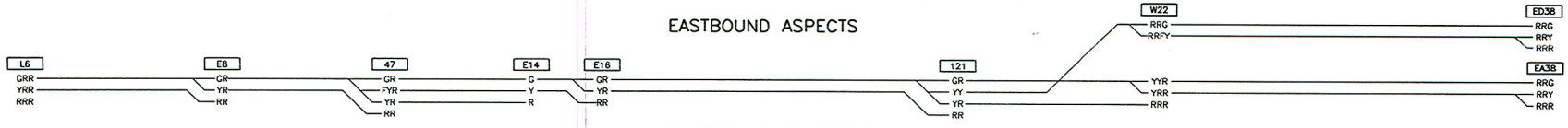
PROPOSED ASPECTS 4/6/10

WESTBOUND ASPECTS





EASTBOUND ASPECTS



THE ASPECTS SHOWN ABOVE ARE BASED ON THE FOLLOWING PERMANANT SPEED RESTRICTIONS.

- 70 MPH PASSENGER / 40 MPH FREIGHT
- 60 MPH PASSENGER / 40 MPH FREIGHT
- 50 MPH PASSENGER / 40 MPH FREIGHT
- 55 MPH PASSENGER / 25 MPH FREIGHT
- 30 MPH PASSENGER / 25 MPH FREIGHT
- 15 MPH PASSENGER / 10 MPH FREIGHT

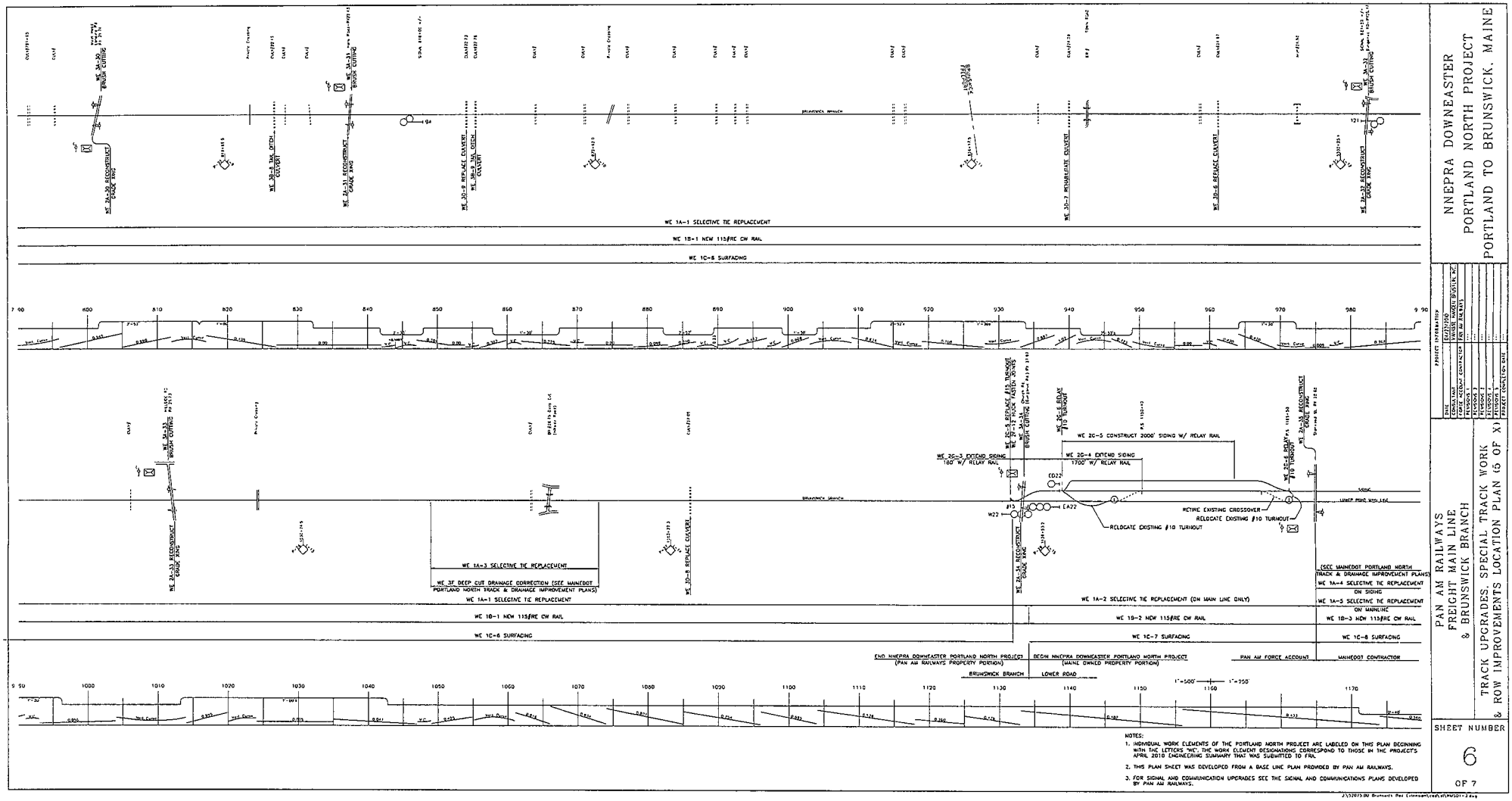
BRUNSWICK BRANCH
PROPOSED ASPECTS

ENG. STA.–
ENG. STA.–

APPROVED: _____ _____ _____ _____
CHIEF ENGR. COMM. & SIGS.

BOSTON AND MAINE CORP. SPRINGFIELD TERMINAL CO. MAINE CENTRAL RAILROAD CO.

PAGE 1 OF 1


WE 2A-30 RECONSTRUCT GRADE XING
WE 3A-30 BRUSH CUTTING
WE 3A-8 TAN DITCH CULVERT
WE 2A-31 RECONSTRUCT GRADE XING
WE 3A-31 BRUSH CUTTING
WE 3D-9 REPLACE CULVERT
WE 3A-9 TAN DITCH CULVERT
WE 3D-7 REHABILITATE CULVERT
WE 3D-6 REPLACE CULVERT
WE 2A-32 RECONSTRUCT GRADE XING
WE 3A-32 BRUSH CUTTING
WE 1A-1 SELECTIVE TIE REPLACEMENT
WE 1B-1 NEW 115#RE CW RAIL
WE 1C-8 SURFACING
WE 2A-33 RECONSTRUCT GRADE XING
WE 3A-33 BRUSH CUTTING
WE 3F DEEP CUT DRAINAGE CORRECTION (SEE MAINEDOT PORTLAND NORTH TRACK & DRAINAGE IMPROVEMENT PLANS)
WE 1A-3 SELECTIVE TIE REPLACEMENT
WE 1A-1 SELECTIVE TIE REPLACEMENT
WE 1B-1 NEW 115#RE CW RAIL
WE 1C-8 SURFACING
WE 3D-8 REPLACE CULVERT
WE 2C-5 REPLACE #10 TURNOUT WE 3F-12 HUCK FASTEN JOINTS
WE 2C-3 EXTEND SIDING 180' W/ RELAY RAIL
WE 2C-4 EXTEND SIDING 1700' W/ RELAY RAIL
WE 2C-5 CONSTRUCT 2000' SIDING W/ RELAY RAIL
WE 2C-6 RELAY #10 TURNOUT
WE 2A-34 RECONSTRUCT GRADE XING
WE 2C-7 RELAY #10 TURNOUT
RETIRE EXISTING CROSSOVER
RELOCATE EXISTING #10 TURNOUT
RELOCATE EXISTING #10 TURNOUT
WE 2A-34 RECONSTRUCT GRADE XING
WE 1A-2 SELECTIVE TIE REPLACEMENT (ON MAIN LINE ONLY)
WE 1B-2 NEW 115#RE CW RAIL
WE 1C-7 SURFACING
(SEE MAINEDOT PORTLAND NORTH (TRACK & DRAINAGE IMPROVEMENT PLANS)
WE 1A-4 SELECTIVE TIE REPLACEMENT ON SIDING
WE 1A-5 SELECTIVE TIE REPLACEMENT ON MAINLINE
WE 1B-3 NEW 115#RE CW RAIL
WE 1C-8 SURFACING
END NNEPRA DOWNEASTER PORTLAND NORTH PROJECT (PAN AM RAILWAYS PROPERTY PORTION)
BEGIN NNEPRA DOWNEASTER PORTLAND NORTH PROJECT (MAINE OWNED PROPERTY PORTION)
PAN AM FORCE ACCOUNT
MAINEDOT CONTRACTOR
BRUNSWICK BRANCH
LOWER ROAD
1"=500'
1"=250'

NNEPRA DOWNEASTER
PORTLAND NORTH PROJECT
PORTLAND TO BRUNSWICK, MAINE

PROJECT INFORMATION

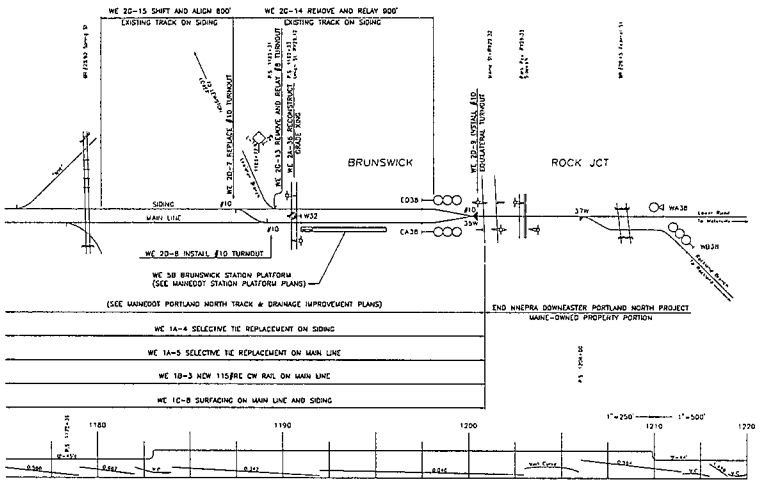
DWG. TITLE	TRACK UPGRADES, SPECIAL TRACK WORK & ROW IMPROVEMENTS LOCATION PLAN (6 OF XI)
FORCE ACCOUNT CONTRACTOR	PAN AM RAILWAYS
REVISION 1	---
REVISION 2	---
REVISION 3	---
REVISION 4	---
PROJECT COMPLETION DATE	---

PAN AM RAILWAYS
FREIGHT MAIN LINE
& BRUNSWICK BRANCH

TRACK UPGRADES, SPECIAL TRACK WORK
& ROW IMPROVEMENTS LOCATION PLAN (6 OF XI)

SHEET NUMBER
6
OF 7

NOTES:
1. INDIVIDUAL WORK ELEMENTS OF THE PORTLAND NORTH PROJECT ARE LABELED ON THIS PLAN BEGINNING WITH THE LETTERS "WE". THE WORK ELEMENT DESIGNATIONS CORRESPOND TO THOSE IN THE PROJECT'S APRIL 2010 ENGINEERING SUMMARY THAT WAS SUBMITTED TO FRA.
2. THIS PLAN SHEET WAS DEVELOPED FROM A BASE LINE PLAN PROVIDED BY PAN AM RAILWAYS.
3. FOR SIGNAL AND COMMUNICATION UPGRADES SEE THE SIGNAL AND COMMUNICATIONS PLANS DEVELOPED BY PAN AM RAILWAYS.



NOTES:

1. INDIVIDUAL WORK ELEMENTS OF THE PORTLAND NORTH PROJECT ARE LABELED ON THIS PLAN BEGINNING WITH THE LETTERS 'WE'. THE WORK ELEMENT DESIGNATIONS CORRESPOND TO THOSE IN THE PROJECT'S APRIL 2010 ENGINEERING SUMMARY THAT WAS SUBMITTED TO FRA.
2. THIS PLAN SHEET WAS DEVELOPED FROM A BASE LINE PLAN PROVIDED BY PAN AM RAILWAYS.
3. FOR SIGNAL AND COMMUNICATION UPGRADES SEE THE SIGNAL AND COMMUNICATIONS PLANS DEVELOPED BY PAN AM RAILWAYS.

NNEPRA DOWNEASTER
PORTLAND NORTH PROJECT
PORTLAND TO BRUNSWICK, MAINE

PROJECT INFORMATION

DATE	DESCRIPTION
FIRST ACCESS CONTRACTOR	PAN AM RAILWAYS
REVISION 1	---
REVISION 2	---
REVISION 3	---
REVISION 4	---
REVISION 5	---
PROJECT COMPLETION DATE	---

PAN AM RAILWAYS
FREIGHT MAIN LINE
& BRUNSWICK BRANCH

TRACK UPGRADES, SPECIAL TRACK WORK
& ROW IMPROVEMENTS LOCATION PLAN 16 OF 61

SHEET NUMBER
7
OF 7

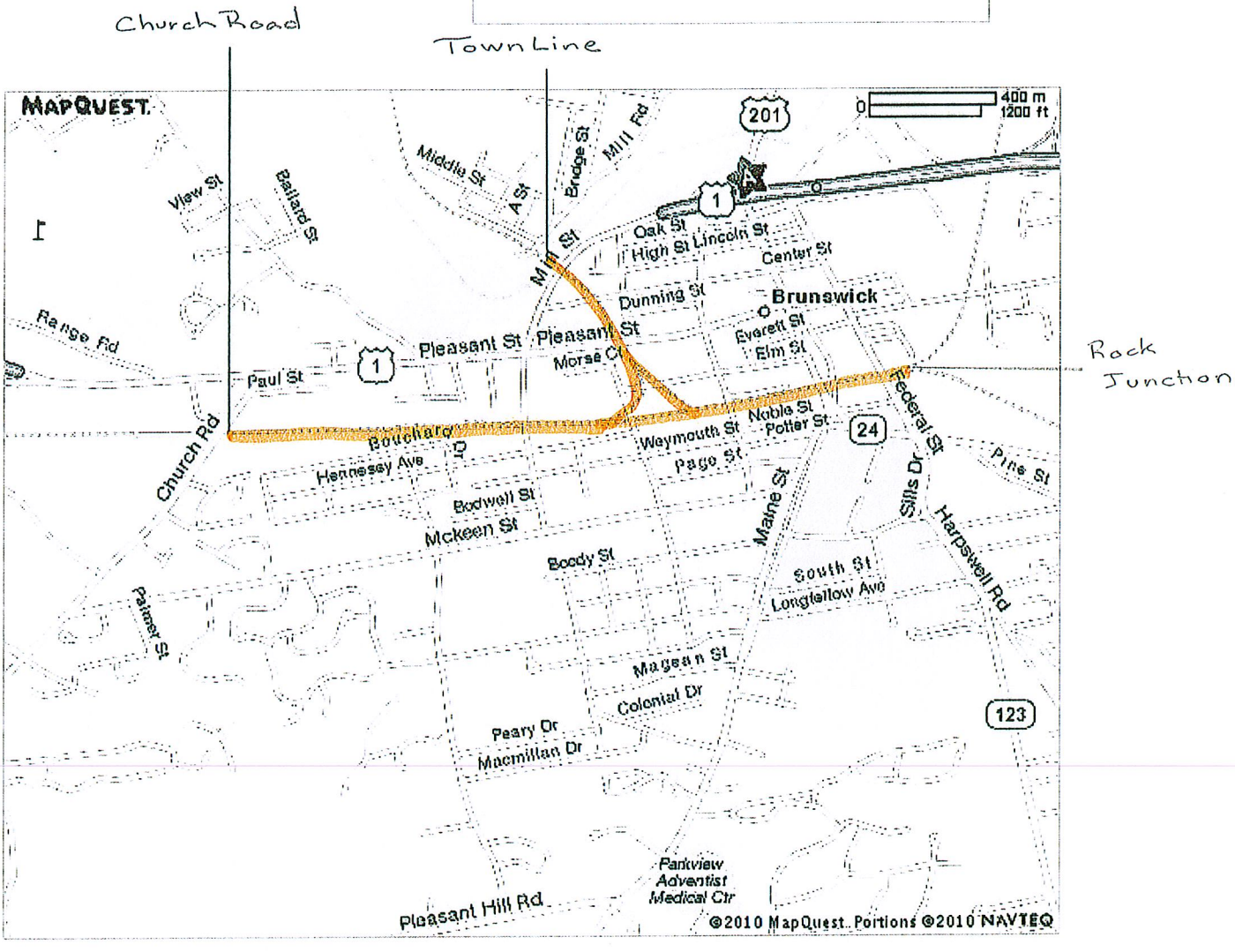
EXHIBIT B

MAPQUEST

Notes

Map of [16-38] Maine St

Brunswick, ME 04011



All rights reserved. Use subject to License/Copyright | Map Legend

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

Agreement by National Railroad Passenger Corporation:

Signature: _____

Name: Joseph H. Boardman

Title: President and Chief Executive Officer

Date: 6/4/10

Agreement by Maine Department of Transportation:

Signature: _____

Name: David Cole

Title: Commissioner

Date: 6/7/2010

Agreement by Maine Central Railroad Company:

Signature: David A. Fink

Name: David A. Fink

Title: President

Date: 6-2-10

Agreement by Springfield Terminal Railway Company:

Signature: David A. Fink

Name: David A. Fink

Title: President

Date: 6-2-10

Agreement by Morristown & Erie Railway Inc.:

Signature: _____

Name: Gordon R Fuller

Title: EVP / COO

Date: 6/1/2010

First Amendment to Letter Agreement
Dated May 27, 2010, Regarding Operation of
Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine

This First Amendment to Letter Agreement Dated May 27, 2010, Regarding Operation of Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine, is dated as of December 7, 2015, and is by and among National Railroad Passenger Corporation ("Amtrak"), the State of Maine, by and through its Department of Transportation ("Maine DOT"), Northern New England Passenger Rail Authority ("NNEPRA"), Maine Central Railroad Company ("MEC"), Springfield Terminal Railway Company ("ST"), Morristown & Erie Railway Inc. ("M&E"), and Central Maine & Quebec Railway US Inc. ("CMQR").

1. Introduction.

(a) Amtrak, Maine DOT, NNEPRA, MEC, ST, and M&E are parties to the Letter Agreement Dated May 27, 2010, Regarding Operation of Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine (the "Letter Agreement").

(b) The Letter Agreement provides for the operation of Amtrak trains over segments of certain rail lines in Brunswick, Maine, owned by the State of Maine, portions of which are leased to and operated by M&E (doing business as Maine Eastern Railway).

(c) The Lease and Operating Agreement dated October 1, 2003, by and between Maine DOT and M&E, as amended (the "M&E Lease and Operating Agreement"), referenced in the Letter Agreement, expires at 11:59 P.M., Eastern Time, on December 31, 2015.

(d) Maine DOT and CMQR have entered into a Lease and Operating Agreement dated December 7, 2015 (the "CMQR Lease and Operating Agreement") under which CMQR will lease and operate, starting at 12:01 A.M., Eastern Time, on January 1, 2016 (the "CMQR Lease Start Time"), the same segments of certain rail lines in Brunswick, Maine, owned by the State of Maine, formerly leased to and operated by M&E, over which Amtrak operates its trains.

(e) The purpose of this First Amendment is to update the Letter Agreement in light of the upcoming expiration of the M&E Lease and Operating Agreement and commencement of the CMQR Lease and Operating Agreement.

2. Amendments to Text of Letter Agreement. As of the CMQR Lease Start Time, the Letter Agreement is amended as follows:

(a) M&E is no longer a party to the Letter Agreement and is replaced as a party to the Letter Agreement by CMQR, with an address of 700 Main Street, Suite 3, Bangor, Maine 04401.

(b) In Paragraph 2 of the Letter Agreement, "M&E" is replaced by "CMQR."

(c) In Subparagraph 3.a.(iv) of the Letter Agreement, "M&E" is replaced by "CMQR."

(d) Paragraph 3.b of the Letter Agreement is deleted and replaced by the following new Paragraph 3.b:

> A portion of the Brunswick Terminal Area is included in a certain Lease and Operating Agreement dated December 7, 2015, by and between Maine DOT and CMQR (the "CMQR Lease and Operating Agreement"). Amtrak has reviewed and is familiar with the terms of the CMQR Lease and Operating Agreement.

(e) In Paragraph 3.e of the Letter Agreement, "M&E" is replaced by "CMQR."

(f) In Paragraph 3.f of the Letter Agreement, "M&E" is replaced by "CMQR."

(g) In Paragraph 6 of the Letter Agreement, "M&E" is replaced by "CMQR" each time that it appears.

(h) In Subparagraphs 7.d.(i) and 7.d.(ii) of the Letter Agreement, "M&E" is replaced by "CMQR" each time that it appears.

3. Continuing Obligations of M&E. Notwithstanding M&E's removal as a party to the Letter Agreement as of the CMQR Lease Start Time, M&E's obligations under Paragraph 7(d) of the Letter Agreement (as set forth prior to this First Amendment) for occurrences prior to the expiration of the M&E Lease and Operating Agreement will remain in full force and effect.

4. Prospective Effect Only. The amendments to the Letter Agreement made by this First Amendment shall take effect as of the CMQR Lease Start Time, and CMQR shall have no rights or obligations under, or be a party to, the Letter Agreement prior to the CMQR Lease Start Time.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives in multiple original counterparts.

[SIGNATURE PAGE FOLLOWS]

NATIONAL RAILROAD PASSENGER CORPORATION

Attest:

By: _____ By: _____
Joseph H. Boardman
President & Chief Executive Officer

APPROVED AS TO FORM:
By: _____
Counsel for National Railroad Passenger Corporation

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Attest:

By: _____ By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Attest:

By: _____ By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

By: _____ By: _____
Print Name:
Title:

MORRISTOWN & ERIE RAILWAY INC.

Attest:

By: _____ By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC RAILWAY US INC.

Attest:

By: _____ By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

Attest:

By: _____ By: _____
Joseph H. Boardman
President & Chief Executive Officer

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Attest:

By: Cheryl C Martin Hunt By: _____
Print Name: DAVID BERNHARDT
Title: COMMISSIONER

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Attest:

By: _____ By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

By: _____ By: _____
Print Name:
Title:

MORRISTOWN & ERIE RAILWAY INC.

Attest:

By: _____ By: _____
Print Name:
Titie:

CENTRAL MAINE & QUEBEC RAILWAY US INC.

Attest:

By: _____ By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

Attest:

By: _____ By: _____
Joseph H. Boardman
President & Chief Executive Officer

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Attest:

By: _____ By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

Attest:

By: _____ By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

By: _____ By: _____
Print Name:
Title:

MORRISTOWN & ERIE RAILWAY INC.

Attest:

By: _____ By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

Attest:

By: _____ By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

Attest:

By: _____ By: _____
Joseph H. Boardman
President & Chief Executive Officer

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Attest:

By: _____ By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

Attest:

By: _____ By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

By: Rachel [illegible] By: [illegible]
Print Name: [illegible]
Title: [illegible]

MORRISTOWN & ERIE RAILWAY INC.

Attest:

By: _____ By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC RAILWAY US INC.

Attest:

By: _____ By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

Attest:

By: _____ By: _____
Joseph H. Boardman
President & Chief Executive Officer

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Attest:

By: _____ By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

Attest:

By: _____ By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

By: _____ By: _____
Print Name:
Title:

MORRISTOWN & ERIE RAILWAY INC.

Attest:

By: _____ By: _____
Print Name: WESLEY WELLS
Title: PRES.

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

Attest:

By: _____ By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

Attest:

By: _____ By: _____
Joseph H. Boardman
President & Chief Executive Officer

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Attest:

By: _____ By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

Attest:

By: _____ By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

Attest:

By: _____ By: _____
Print Name:
Title:

MORRISTOWN & ERIE RAILWAY INC.

Attest:

By: _____ By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

Attest:

By: _____ By: _____
Print Name: Harold Tyner
Title: CFO

Second Amendment to Letter Agreement
Dated May 27, 2010, Regarding Operation of
Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine

This Second Amendment to Letter Agreement Dated May 27, 2010, Regarding Operation of Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine, is dated as of December 10, 2021, and is by and among National Railroad Passenger Corporation ("Amtrak"), the State of Maine, by and through its Department of Transportation ("Maine DOT"), Northern New England Passenger Rail Authority ("NNEPRA"), Maine Central Railroad Company ("MEC"), Springfield Terminal Railway Company ("ST"), and Central Maine & Quebec Railway US Inc. ("CMQR").

1. Introduction.

(a) Amtrak, Maine DOT, NNEPRA, MEC, ST, and CMQR are parties to the Letter Agreement Dated May 27, 2010, Regarding Operation of Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine (the "Letter Agreement"), as amended by the First Amendment to the Letter Agreement dated December 7, 2015.

(b) The Letter Agreement, as previously amended, provides for the operation of Amtrak trains over segments of certain rail lines in Brunswick, Maine, owned by the State of Maine, portions of which are leased to and operated by CMQR.

(c) The Letter Agreement, as previously amended, currently is due to expire on December 14, 2021.

(d) The purpose of this Second Amendment is to extend the term of the Letter Agreement through December 31, 2025.

2. Amendment to Text of Letter Agreement. The Letter Agreement, as previously amended, is hereby further amended as follows:

(a) In Paragraph 9 of the Letter Agreement, "December 14, 2021" is replaced by "December 31, 2025."

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives in multiple original counterparts.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name: Jim Blair
Title: AVP Host Railroads

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC RAILWAY US INC.

By: _____
Print Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives in multiple original counterparts.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: Nathan E. Moulton
Title: Director, Freight & Passenger Services

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: _____
Print Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives in multiple original counterparts.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: Patricia Quinn
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: _____
Print Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives in multiple original counterparts.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name: Robert Comfort
Title: SVP

CENTRAL MAINE & QUEBEC RAILWAY US INC.

By: _____
Print Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives in multiple original counterparts.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: David Krautkremer
Print Name: David Krautkremer
Title: Vice President, Corpporate

Third Amendment to Letter Agreement
Dated May 27, 2010, Regarding Operation of
Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine

This Third Amendment to Letter Agreement Dated May 27, 2010, Regarding Operation of Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine, is dated as of July 18, 2022, and is by and among National Railroad Passenger Corporation ("Amtrak"), the State of Maine, by and through its Department of Transportation ("Maine DOT"), Northern New England Passenger Rail Authority ("NNEPRA"), Maine Central Railroad Company ("MEC"), Springfield Terminal Railway Company ("ST"), Central Maine & Quebec Railway US Inc. ("CMQR"), and Midcoast Railservice, Inc. ("Midcoast").

1. Introduction.

(a) Amtrak, Maine DOT, NNEPRA, MEC, ST, and CMQR are parties to the Letter Agreement Dated May 27, 2010, Regarding Operation of Amtrak Trains Over State-Owned Rail Lines in Brunswick, Maine (the "Letter Agreement"), as amended by the First Amendment to the Letter Agreement dated December 7, 2015 (the "First Amendment") and the Second Amendment to the Letter Agreement dated December 10, 2021.

(b) The Letter Agreement, as previously amended, provides for the operation of Amtrak trains over segments of certain rail lines in Brunswick, Maine, owned by the State of Maine, portions of which are leased to and operated by CMQR.

(c) By agreement dated August 5, 2021, CMQR is assigning to Midcoast, and Midcoast is assuming, the Lease and Operating Agreement dated December 7, 2015 (the "CMQR Lease and Operating Agreement") referenced in the First Amendment.

(d) Midcoast has filed a Notice of Exemption dated August 9, 2021 with the Surface Transportation Board to assume operation of the rail lines that are the subject of the CMQR Lease and Operating Agreement. The change in operators from CMQR to Midcoast will take effect at a date and time (the "Midcoast Start Time") that will be agreed upon by CMQR and Midcoast.

(e) The purpose of this Third Amendment is to update the Letter Agreement in light of the upcoming change in operators from CMQR to Midcoast.

2. Amendments to Text of Letter Agreement. As of the Midcoast Start Time, the Letter Agreement, as previously amended, is further amended as follows:

(a) CMQR is no longer a party to the Letter Agreement, as previously amended, and is replaced as a party to the Letter Agreement by Midcoast, with an address of:

Midcoast Railservice, Inc.
68 Border City Road
Geneva, NY 14456
Attn: President

(b) In Paragraph 2 of the Letter Agreement, as previously amended, "CMQR" is replaced by "Midcoast."

(c) In Subparagraph 3.a.(iv) of the Letter Agreement, as previously amended, "CMQR" is replaced by "Midcoast."

(d) In Paragraph 3.e of the Letter Agreement, as previously amended, "CMQR" is replaced by "Midcoast."

(e) In Paragraph 3.f of the Letter Agreement, as previously amended, "CMQR" is replaced by "Midcoast."

(f) In Paragraph 6 of the Letter Agreement, as previously amended, "CMQR" is replaced by "Midcoast" each time that it appears.

(g) In Subparagraphs 7.d.(i) and 7.d.(ii) of the Letter Agreement, as previously amended, "CMQR" is replaced by "Midcoast" each time that it appears.

3. Continuing Obligations of CMQR. Notwithstanding CMQR's removal as a party to the Letter Agreement, as previously amended, as of the Midcoast Start Time, CMQR's obligations under Paragraph 7(d) of the Letter Agreement, as previously amended and as set forth prior to this Third Amendment, for occurrences prior to the Midcoast Start Time will remain in full force and effect.

4. Prospective Effect Only. The amendments to the Letter Agreement, as previously amended, made by this Third Amendment shall take effect as of the Midcoast Start Time, and Midcoast shall have no rights or obligations under, or be a party to, the Letter Agreement, as previously amended, prior to the Midcoast Start Time.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives in multiple original counterparts.

[signature page follows]

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Print Name: Jim Blair
Title: Assistant Vice President, Host Railroads

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: _____
Print Name:
Title:

MIDCOAST RAILSERVICE, INC.

By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: Nathan E. Moulton
Title: Director, Freight and Passenger Services

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: _____
Print Name:
Title:

MIDCOAST RAILSERVICE, INC.

By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By:
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: _____
Print Name:
Title:

MIDCOAST RAILSERVICE, INC.

By: _____
Print Name:
Title:

DocuSign Envelope ID: 5D724D37-CB06-43EF-B59F-56BEDEB36359

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: DocuSigned by: Michael S. Burns 5273C71FE136480...
Print Name: Michael S. Burns
Title: Clerk/Secretary

CENTRAL MAINE & QUEBEC RAILWAY US INC.

By: _____
Print Name:
Title:

MIDCOAST RAILSERVICE, INC.

By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC RAILWAY US INC.

By: _____
Print Name: James Clements
Title: SVP Corporate

MIDCOAST RAILSERVICE, INC.

By: _____
Print Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Print Name:
Title:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By: _____
Print Name:
Title:

NORTHERN NEW ENGLAND
PASSENGER RAIL AUTHORITY

By: _____
Patricia Quinn
Executive Director

MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
Print Name:
Title:

CENTRAL MAINE & QUEBEC
RAILWAY US INC.

By: _____
Print Name:
Title:

MIDCOAST RAILSERVICE, INC.

By: _____
Michael V. Smith
President

APPENDIX 3
FREIGHT EASEMENT AGREEMENT

Respondents should note in particular the "Conditions Governing Third Party Operators" contained in section 8.1 of the Freight Easement Agreement and should be prepared to abide by the conditions set forth therein and to undertake either of the two responsibilities described in sub-sections 8.1(a) and 8.1(b) of the Freight Easement Agreement.

EXHIBIT "B" TO DEED
FREIGHT EASEMENT AGREEMENT

FREIGHT EASEMENT AGREEMENT ("Easement Agreement") made as of this 26th day of February, 1991, between and among the Maine Central Railroad Company, a Maine corporation with a usual place of business at Iron Horse Park, North Billerica, Massachusetts 01862 (hereinafter referred to as "MEC"), the Springfield Terminal Railway Company, a Vermont corporation with a usual place of business at Iron Horse Park, North Billerica, Massachusetts 01862 (hereinafter referred to as "ST"), and the State of Maine, acting by and through its Department of Transportation, with a usual place of business at State House Station # 16, Childs Street, Augusta, Maine 04333 (hereinafter referred to as "State").

WHEREAS, pursuant to the Deed of which this Easement Agreement is a part, being of even date herewith (the "Conveyance Date"), MEC conveys to the State certain segments of railroad line located on the so-called "Lower Road Line" ("Lower Road"), the so-called Rockland Branch Line (the "Rockland Branch") and the so-called "Lewiston Lower Line" (the "Lewiston Lower"), said segments conveyed being as described in Exhibit "A-2" to the Deed, which Exhibit "A-2" is attached hereto and incorporated herein by reference; and

WHEREAS, subject to the terms and conditions of the Deed and this Easement Agreement, MEC and STATE have agreed that MEC, its successors and assigns should retain certain exclusive

Instr 22425 Bk 9572 Pg 317

freight easement rights over the segments of the Rockland Branch, the Lewiston Lower and the Lower Road described in Exhibit "A-2" to the Deed (hereinafter referred to in this Easement Agreement individually as the "Line" or collectively as the "Lines") in order to enable the MEC to provide common carrier rail freight service along the Lines; and

WHEREAS, the ST is the operator fulfilling the MEC's common carrier rail freight service obligations on the Lines under an agreement with the MEC; and

WHEREAS, the State by law is prohibited from acting as a rail carrier or operator but may hereafter from time to time designate a party to use the Lines for rail operations; and

WHEREAS, the parties desire to clarify and establish their respective rights and obligations, as well as those of any party or parties designated by the State as operators to hold rights to occupy the Lines, or any part thereof, and to conduct transportation operations thereon (hereinafter individually and collectively referred to as the "Operator"), with respect to said Easement Agreement and operations over the Lines;

NOW, THEREFORE, in consideration of the promises, reservations, covenants and undertakings contained herein, the MEC, the ST and the State covenant and agree as follows:

1. RESERVATION OF FREIGHT EASEMENT

1.1 Subject to the terms and conditions of this Easement Agreement, MEC hereby reserves from the Lines conveyed to the State and described in Exhibit "A-2" to the Deed, which description is incorporated herein by reference, a rail freight

Instr 22425 Bk 9572 Pg 318

easement for the purpose of providing common carrier rail freight service to all shippers and shippers' facilities on the Lines. The reservation in this Easement Agreement shall constitute a reservation by the MEC of an easement in the Lines for common carrier rail freight service only and the right to use the Lines for such purpose shall be held exclusively by the MEC. Said reserved easement includes the right to operate with the MEC's trains, locomotives, rail cars and rail equipment with the MEC's own crews over the Lines for the purposes set forth in this Easement Agreement; provided, however, that said right to operate trains, locomotives, rail cars and rail equipment over the Lines is not an exclusive right to the occupancy and use of the Lines. Without limitation to the foregoing or to the rights of the State, it is expressly contemplated that the Lines shall be subject to use by the Operator for purposes which include, but are not limited to: intercity rail passenger service, commuter rail service, rail freight service in accordance with this Easement Agreement and other public and private purposes.

1.2 The conveyance of the Lines by MEC to the State excludes any and all rights and obligations of the MEC under federal law to provide, directly or through ST, common carrier rail freight service and the MEC retains all such rights and obligations to provide said service to all shippers and shippers' facilities located on the Lines.

1.3 The reservation of the rail freight easement herein is subject to the condition that, upon the written request of the

Instr 22425 Bk 9572 Ps 319

State from time to time, the MEC and the ST shall assign to the Operator all of the MEC's and ST's respective rights to provide rail freight service on the Rockland Branch of the Lines to (i) all through shippers; and (ii) all shippers and shippers' facilities located on the Rockland Branch of the Lines except that existing at the Bath Iron Works facility located at Hardings, Brunswick, Maine, as of the Conveyance Date. Any such assignment shall be for such term as is designated by the State and shall be subject to the approval of the United States Interstate Commerce Commission or any successor entity thereto (hereinafter referred to as the "I.C.C."), if applicable. The form of assignment shall be provided by the State and shall be subject to MEC/ST approval, which shall not be unreasonably withheld or delayed. The MEC and ST shall cooperate fully in obtaining any necessary I.C.C. approvals for such transfers of rail freight service rights to the Operator and shall perform all acts and execute any documents reasonably required to accomplish such assignment, including without limitation (i) terminating any operating or trackage rights agreements (including without limitation any leases and/or licenses) authorizing any third party to operate rail freight service to the shippers specified in this Section 1.3, excluding herefrom only the trackage rights agreement (on file with the I.C.C.) between the MEC and Maine Coast Railroad Corporation dated October 26, 1990, and affecting the segment of the Lines between Hardings and Brunswick; and (ii) granting to the Operator any freight trackage rights on the Lines necessary, convenient, or

appropriate to the exercise by the Operator of its rights under the rail freight service assignment described above. The Operator shall not be required to pay to the MEC/ST any additional consideration for the assignment and/or trackage rights (consideration therefore being a part of the consideration for the conveyance of the Lines) and the Operator shall not be subject to the obligations of MEC/ST under this Easement Agreement by virtue of such assignment or trackage rights agreement.

1.4 The rail freight easement reserved by the MEC in the Lines includes a right of entry over the Lines for any and all MEC employees, agents or representatives, machinery, vehicles or equipment which MEC may deem necessary or convenient for the purposes of inspecting the Lines, clearing any derailments or wrecks of MEC trains on the Lines or otherwise conducting MEC rail freight service over the Lines in accordance with this Easement Agreement.

1.5 The State acknowledges that the ST, as a lessee or licensee of the MEC in connection with an I.C.C. order under which the ST is obligated to fulfill the primary common carrier rail freight obligations of the MEC on the Lines, may exercise the right of entry described above; provided, however, that the ST hereby subordinates its rights and interests in the use of the Lines to this Easement Agreement. Furthermore, notwithstanding any other provision of this Easement Agreement, nothing contained in this Easement Agreement shall be deemed to

Instr 22425 Bk 9572 Pg 321

constitute a conveyance to the ST by the MEC or the State of any real property interest in the Lines.

2. TERM AND TERMINATION

2.1 The term of this Easement Agreement shall commence as of the date and time of the recording of the Deed and this Easement Agreement.

2.2 Except as otherwise provided in the Deed and this Easement Agreement, the term of this Easement Agreement and the reserved rail freight easement contained herein shall be perpetual, in recognition of MEC's continuing common carrier rail freight obligation on the Lines.

2.3 Notwithstanding the provisions of Section 2.2, this Easement Agreement (including without limitation the rail freight easement reserved herein) shall terminate and be extinguished and all real property rights reserved by the MEC under this Easement Agreement shall vest in the State upon the termination by the MEC, pursuant to an order of the I.C.C., of common carrier rail freight service on the Lines or any part thereof; provided, however, that a termination of this Easement Agreement pursuant to such an order shall apply only to those sections of the Lines subject to such I.C.C. order; and further provided that the recording in the registry of deeds where the Lines are located of a certified copy of such order together with evidence that the order has become final shall be deemed sufficient proof of the occurrence of a termination under this Section 2.3. The termination provisions of this Section 2.3 shall not apply to a termination of rail freight service by the

MEC done as part of a transfer of its common carrier rail freight rights and obligations to either a successor or assign or to the Operator.

3. COMPENSATION

3.1 Except as otherwise specifically provided in this Easement Agreement, the MEC, the ST, the State and the Operator shall have no obligation to pay or otherwise compensate each other in connection with this Easement Agreement, including without limitation any payment in connection with the MEC's, the ST's, or the Operator's maintenance, dispatching, use or operation of the subject Lines.

3.2 Any payments to be made by MEC/ST, the Operator, or the State under this Easement Agreement shall be payable within ninety (90) days after receipt of an invoice therefore, by check delivered to the address of the payee as set forth in Section 9.5 hereof; provided, however, that in the event of a good faith dispute relating to any such payment, the disputed portion of the invoice may be withheld until such dispute is resolved.

3.3 Upon request, a party disputing the amount of any invoice shall be entitled to receive from the billing party copies of such supporting documentation and/or records as are kept in the ordinary course of the billing party's business and which are reasonably necessary to verify the accuracy of the invoice as rendered.

3.4 The MEC and ST shall be liable for the payment of any real estate, personal property, excise, or other tax or fee assessed upon their respective real and/or personal property

Instr 22425 Bk 9572 Ps 323

interests (including without limitation the reserved rail freight easement, the MEC's and ST's equipment and their additions, improvements and/or betterments to the Lines), their operations, their revenues and/or their use of the Lines.

4. MAINTENANCE, ADDITIONS AND ALTERATIONS

4.1 From the date that an Operator commences its rail operations on the Rockland Branch portion of the Lines until such Operator's permanent cessation of said rail operations, whether said operations are for rail passenger or rail freight service, the Operator shall be responsible for the maintenance, repair and renewal of the Rockland Branch portion of the Lines, including but not limited to any new or replacement switches on the main line of the railroad installed by the MEC, the ST, or the Operator subsequent to the Conveyance Date, so as to maintain same to at least the track and signal standards (including safety standards) required by applicable federal law. At all other times, if MEC/ST is operating on said Rockland Branch of the Lines then the MEC shall be responsible for the maintenance, repair and renewal of those parts of such Line over which the MEC/ST operates to the extent necessary to maintain same to at least the track and signal standards (including safety standards) required by applicable federal law. If there are no operations by either the Operator or MEC/ST on the Rockland Branch of the Lines, then MEC nonetheless shall have the right (but not the obligation) to maintain, repair and renew such Line provided that any such work meets at least the track and signal standards (including safety

Instr 22425 Bk 9572 Pg 324

standards) required by applicable federal law and that it is performed in accordance with the other terms and conditions of this Easement Agreement.

4.2 So long as only the MEC/ST is conducting rail operations on the Lewiston Lower and/or the Lower Road portions of the Lines, the MEC shall be responsible for the maintenance, repair and renewal of said Lewiston Lower and Lower Road portions of the Lines to the extent necessary to maintain those portions thereof actually used by the MEC/ST to at least the track and signal standards (including safety standards) required by applicable federal law. The MEC otherwise shall not be required to preserve or improve the condition of the Lewiston Lower or the Lower Road portions of the Lines. During any period of time from an Operator's commencement of its scheduled passenger train service operations until such Operator's permanent cessation of said passenger operations on either the Lewiston Lower or the Lower Road portion of the Lines, the maintenance obligation for the entirety of the Line being so used including, without limitation, all switches located thereon, shall immediately pass to the Operator and the Operator shall thereafter upgrade and maintain such Line and such switches to at least the track and signal standards (including safety standards) required by applicable federal law.

4.3 So long as the Operator shall properly maintain the Line(s) substantially in accordance with its obligations under this Section 4, MEC shall pay to the Operator a trackage fee calculated at the rate of $0.25 per car (loaded or

Instr 22425 Bk 9572 Pg 325

unloaded)/per mile, based on MEC's and/or ST's actual traffic over the Line(s) maintained by the Operator. Said fee shall remain constant through February 28, 1993; on March 1, 1993, and annually thereafter said fee shall be adjusted based upon changes in the Rail Carrier Cost Recovery Index [using the index published most recently prior to the Conveyance Date as the base year]. In the event that the aforementioned index ceases to be published, the parties agree to select a mutually acceptable replacement index. In connection with such payments, the State and its Operator shall have the right to inspect any and all MEC/ST records related to MEC/ST traffic moving over the affected Lines in order to determine the number of cars subject to a fee.

4.4 Notwithstanding any other provisions of this Easement Agreement, the State, as the owner of the fee interest in the Lines, shall have the right, but not the obligation, to perform repairs or improvements to the Lines at any time provided that any such work meets the minimum track and signal standards (including safety standards) required by applicable federal law, that it is not inconsistent with the MEC's/ST's fulfillment of common carrier rail freight obligations and that it is performed in accordance with the other terms and conditions of this Easement Agreement.

4.5 The MEC/ST and the Operator, as the case may be, shall pay for and shall be responsible for the construction of any additional connections to the Lines which it may require subsequent to the Conveyance Date. Any connection to be

Instr 22425 Bk 9572 Ps 326

constructed by MEC/ST or the Operator after the Conveyance Date shall be subject to the approval of the State, which approval shall not be unreasonably withheld.

4.6 If either the MEC/ST or the Operator determines that changes in, alterations to, or additions to, or betterments to the Lines, including without limitation changes in communication, signal or dispatching facilities as they existed immediately prior to the Conveyance Date, are required to accommodate its operations beyond that required by the other to accommodate its operations over the Lines, the determining entity shall be solely responsible for and shall pay for the construction of such additional, bettered, or altered facilities, including without limitation the annual expense of maintaining, repairing, inspecting, and renewing such additional or altered facilities. The financial obligations appearing in this Section 4.6 shall be in addition to and independent of those set forth in Section 4.3.

4.7 Excluding only ordinary maintenance and repair work on the Lines, as well as emergency work required for immediate safety reasons or to fulfill the obligations of Section 6 of this Easement Agreement, the MEC/ST, the State and the Operator each shall notify the other in writing of any proposed work on the Lines and shall submit to each other plans for any changes, alterations, betterments or additions to a Line. The receiving entities shall have the right to review and approve such changes, alterations, betterments and additions prior to the commencement of any work, such right of approval to be only over

matters relating to engineering and construction standards and potential operational interference with present or future rail operations; such approval shall not be unreasonably delayed or withheld.

4.8 The MEC/ST and the Operator each shall provide to the other written notice of its intention to commence or to terminate, as the case may be, regular rail service on the Lines or any part thereof. Such notice shall state the date of commencement or termination and the segment of the Lines to which such notice applies, using centerline engineering stations. Such notice shall be provided at least thirty (30) days prior to the effective date of the notice. The commencement and termination of service also shall be subject to I.C.C. approval, where applicable.

4.9 All work on the Lines, or any part thereof, shall be designed and constructed so as to minimize interference with the operations of the MEC/ST and of the Operator over the Lines.

4.10 Nothing herein shall relieve either the MEC, the ST or the Operator of the obligation to comply with operating rules, practices and standards with respect to notice of any entry onto a Line, or of the obligation to perform ordinary maintenance and repair work in a good and workmanlike manner and in compliance with all applicable laws and regulations.

4.11 All additions, alterations and improvements made by the MEC/ST to the Lines shall become the property of the State upon installation on the Lines.

Instr 22425 Bk 9572 Pg 328

5. SCHEDULING OF TRAINS AND MAINTENANCE: OPERATING RULES

5.1 The trains, locomotives, rail cars and rail equipment of MEC/ST and the Operator shall be operated without prejudice or partiality to any user of the Lines and in such a manner as will result in the most economical and efficient manner of movement of all traffic; provided, however, that reasonable priority shall be given at all times to passenger trains operated by the Operator and, for any Line on which passenger trains are operated, the Operator shall have exclusive use of such Line for its passenger trains during the periods of the day between 5:00 a.m. and 1:00 p.m. and between 3:30 p.m. and 7:30 p.m., Monday through Friday, inclusive, or such other periods of the day or days as may be mutually agreed upon by the Operator and the MEC/ST from time to time. Subject to the foregoing, the MEC, the ST, and the Operator shall have the right, in consultation with each other, to establish schedules for their trains over the Lines. It is understood and agreed that except as provided with respect to passenger trains, trains performing local work, whether MEC's, ST's, the Operator's, or otherwise, are not entitled to priority over trains that are not performing such work. The MEC, the ST, and the Operator shall each establish its train schedules with due regard to the trains to be operated by the other and, subject to the priority to be accorded passenger trains, the MEC, the ST, and the Operator shall cooperate in good faith to establish

and maintain schedules which meet the operational needs of the MEC, the ST, and the Operator.

5.2 The operating rules of the Northeast Operating Rules Committee ("NORAC") shall govern all operations over the Lines. The Operator and the MEC may mutually agree to adopt other or different operating rules.

5.3 Except as hereinafter provided, so long as this Easement Agreement remains in effect, the MEC, the ST, and the Operator shall use only operating personnel who have been certified as qualified to operate on the Lines under NORAC or other then-applicable rules and the MEC shall provide at its site the training and testing required to qualify the operating personnel of the Operator as needed. The costs of such training and testing for the Operator's personnel, at the rate of $50 per person (to be adjusted annually on March 1st by the percentage change in the Consumer Price Index, All Wages over the previous year) shall be paid by the Operator. The training and testing shall be done in a fair, equitable and efficient manner. All training and testing standards for the operating personnel of the Operator shall be the same as those applied to operating personnel of the MEC and the ST. In the event that the MEC fails or refuses to provide such services in a timely fashion, or in the event that the Operator is operating passenger trains, then the Operator may elect to assume all training and certification obligations for its operating personnel.

5.4 Except as otherwise provided in Section 5.5, the MEC shall have exclusive control of the dispatching and operation of

that Line and shall control the entry and exit of all trains, locomotives, rail cars and rail equipment and the movement and speed of the same, from and over such Line.

5.5 From the date that an Operator commences its rail passenger operations on a Line or any part thereof until such Operator's permanent cessation of said rail passenger operations, the Operator shall have exclusive control of the dispatching and operation of that Line and, in such event, it shall control the entry and exit of all trains, locomotives, rail cars and rail equipment and the movement and speed of the same, from and over such Line.

5.6 The MEC, the ST and the Operator shall comply with the provisions of the Federal Locomotive Inspection Act, the Federal Safety Appliance Act, the Federal Track Safety Standard, all as amended, and all other federal and state laws, regulations, and rules respecting the operation, condition, inspection, and safety of their respective trains, locomotives, track, cars and equipment while such trains, locomotives, rail cars and rail equipment are operated over the Lines. The State shall require the Operator to indemnify, protect, defend and hold harmless MEC and the ST, their respective affiliates, and any of their directors, officers, agents and employees from and against all fines, penalties, and liabilities imposed upon MEC/ST, their respective affiliates or any of their directors, officers, agents, or employees under such laws, rules, and regulations by any public authority or court having jurisdiction, when attributable solely to the failure of the

Operator to comply with the provisions of this Section. The MEC and the ST shall indemnify, protect, defend and hold harmless the Operator, the Operator's affiliates, and any of its directors, officers, agents and employees from and against all fines, penalties, and liabilities imposed upon the Operator, its affiliates or any of its directors, officers, agents, or employees under such laws, rules, and regulations by any public authority or court having jurisdiction, when attributable solely to the failure of the MEC or the ST to comply with the provisions of this Section.

5.7 In the event of any alleged violation of any operating rule or practice applicable to the Line(s) or in the event of any derailment, accident or incident involving the Lines, the MEC/ST and the Operator each shall conduct its own investigation and hearings, and, where appropriate, shall discipline its own employees in connection therewith. Each shall provide to the other reasonable written notice in advance of any such investigation or hearing and each shall have the right to attend such hearing(s) and to receive written notice of the findings and results thereof; provided, that such hearings shall be conducted in accordance with the provisions of the collective bargaining agreements, if any, pertaining to the personnel involved. The MEC, the ST and the Operator each shall have the right to exclude from the Lines any person determined as a result of such investigation or hearing to be in violation of the applicable operating rules. The MEC, the ST and the Operator each shall give written notice to the State of the

results of any investigation and/or hearing in which there is a finding of a violation of operating rules, along with a copy of any written order or decision in such investigation and/or hearing.

6. CLEARING OF OBSTRUCTIONS, DERAILMENTS AND WRECKS

6.1 If by reason of any mechanical failure or for any other cause not resulting from an accident or derailment, any train, locomotive, rail car or rail equipment of the MEC/ST or the Operator becomes stalled or unable to proceed under its own power or unable to maintain proper speed on the Lines or if, in an emergency, crippled or otherwise defective cars are set out of an MEC/ST train or an Operator's train on the Lines, then the MEC/ST or the Operator, as the case may be, shall have the option to furnish motive power or such other assistance as may be necessary to haul, help, or push such train, locomotive, car or equipment, or to properly move the disabled equipment off the Lines; and the entity whose train, locomotive, rail car, or rail equipment is the subject of such assistance shall reimburse the entity providing such assistance for the reasonable and necessary cost of rendering any such assistance.

6.2 In the event of any derailment or wreck of an MEC/ST train, MEC/ST shall clear the Lines to allow for the passage of other trains within a reasonable time. MEC/ST also shall perform any rerailing, wrecking or wrecking train service as may be required in connection with such derailment or wreck, in accordance with industry practices. In the event that MEC/ST

do not clear the Lines for passage of trains within a reasonable time, the Operator may clear the Lines for passage of trains and MEC and ST shall reimburse the Operator for all reasonable and necessary costs the Operator incurs in performing such service.

6.3 In the event of any derailment or wreck of an Operator's train, the Operator shall clear the Lines to allow for the passage of other trains within a reasonable time. The Operator also shall perform any rerailing, wrecking or wrecking train service as may be required in connection with such derailment or wreck, in accordance with industry practices. In the event that the Operator does not clear the Lines for passage of trains within a reasonable time, MEC/ST may clear the Lines for passage of trains and the Operator shall reimburse MEC/ST for all reasonable and necessary costs MEC/ST incurs in performing such service.

7. APPORTIONMENT OF LIABILITY

7.1 The responsibility of the MEC, the ST, the State and the Operator for any and all liability, cost, and/or expense which (i) relates to or arises out of any loss of, damage to, or destruction of any property whatsoever and which arises out of or relates to the use, operation, repair, replacement, or maintenance of the Lines or the use, operation, repair, replacement, or maintenance of trains, locomotives, cars, equipment, or machinery thereon, or (ii) relates to or arises out of any injury to or death of any person or persons whomsoever and which arises out of or relates to the use,

operation, repair, replacement, or maintenance of the Lines or the use, operation, repair, replacement, or maintenance of trains, locomotives, cars, equipment, or machinery thereon, shall be determined in proportion to the respective relative fault of each for the occurrence which gave rise to the liability, cost, or expense.

7.2 Notwithstanding the provisions of Section 7.1, the State acknowledges that the Lines are conveyed to it without any warranty or representation as to their structural fitness or structural condition and the State, for itself and on behalf of the Operator, hereby waives and releases to the MEC all claims for liability, cost and/or expense which: (i) are for property damage and/or personal injury arising out of the use, operation, repair, replacement, or maintenance of the Lines under the Deed and this Easement Agreement after the date of the recording of the Deed and this Easement Agreement; and (ii) were caused solely by a structural condition existing on the Line(s) on or before the date of the recording of the Deed and this Easement Agreement; and (iii) do not relate to any violation of any applicable federal, state, or local hazardous or toxic materials statute, regulation, ordinance, or by-law.

7.3 Notwithstanding the provisions of Section 7.1, nothing contained in this Easement Agreement shall be deemed to abrogate or waive any of the MEC's, the ST's, the State's, or the Operator's statutory or common law defenses, immunities, or limitations with respect to each other or to third parties.

Instr 22425 Bk 9572 Pg 335

7.4 In every case of death or injury suffered by an employee of the MEC, the ST, or the Operator, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employer's liability or other law, and the MEC, the ST, or the Operator under the provisions of this Easement Agreement is required to pay such compensation, if such compensation is required to be paid in installments over a period of time, such person or entity shall not be released from paying such future installments by reason of the expiration or other termination of this Easement Agreement prior to any of the respective dates upon which any such future installments are to be paid.

8. CONDITIONS GOVERNING THIRD PARTY OPERATORS

8.1 Whenever the State enters into a contract or lease with an Operator to conduct freight or passenger service over the Lines, or any part thereof, the State as a part of its contract or lease with such Operator shall require it to comply with the provisions of this Easement Agreement pertaining to the Operator and to operations on the Lines and such Operator shall have the rights and be subject to the obligations specified in this Easement Agreement for such periods as it continues as an Operator on the Lines. Furthermore, in any such contract or lease the State shall require said Operator to undertake one of the two responsibilities described in (a) and (b) below, as chosen by the MEC in the MEC's exercise of its good faith discretion:

Instr 22425 Bk 9572 Pg 336

(a) State's Operator "shall ratify the release set forth in Section 7.2 of the Deed and Freight Easement Agreement dated as of February 26, 1991, and shall agree to indemnify, defend, protect and hold harmless the MEC, the ST and their respective affiliates and their officers, directors, agents, representatives and employees from and against any and all liability, cost, or expense (including expenses described in Sections 6.1 and 6.3 of the Deed and Freight Easement Agreement dated as of February 26, 1991) which relate to or arise out of any loss of, damage to, or destruction of any property whatsoever, or any injury to or death of any person or persons whomsoever, when such liability, cost or expense arises in any way, directly or indirectly, out of (i) the operation of the Operator's trains on the Lines, including freight service pursuant to Section 1 of the Easement Agreement, or (ii) any maintenance or repair of the Lines, excluding from the foregoing indemnification by the Operator any such liability, cost, or expense which arises out of or relates to the negligent or wrongful act or omission of the MEC/ST, their respective agents and employees and those persons for whom the MEC/ST is legally responsible"; or

(b) The Operator shall arrange for or directly handle the movement, delivery and placement of all MEC/ST freight traffic between M.P. 27.95 in Brunswick and the delivery point for each of the MEC's customers on the Lines. The MEC shall pay to the Operator or its designee a fee for

Instr 22425 Bk 9572 Ps 337

each car (loaded or unloaded) so handled (the "Delivery Fee"). The Delivery Fee shall be a mutually satisfactory amount negotiated by the Operator and the MEC in good faith.

9. GENERAL PROVISIONS

9.1 The MEC, the ST and the Operator shall comply with the provisions of any and all applicable laws, rules and regulations (including without limitation those pertaining to environmental matters and all federal track, signal and safety standards) respecting the maintenance, repair, renewal, improvement, replacement, operation and use of the Lines and the maintenance, repair, improvement, operation, condition, inspection and safety of their respective trains, locomotives, rail cars and rail equipment while such trains, locomotives, rail cars and/or rail equipment are on or being operated over the Lines.

9.2 The MEC and ST shall indemnify and hold harmless the State and the Operator from all loss, cost, damage and harm arising out of or relating to labor protection payments to MEC's and/or ST's employees imposed upon the MEC, the ST, the State and/or the Operator. The Operator shall indemnify and hold harmless the MEC and ST from all loss, cost, damage and harm arising out of or relating to labor protection payments to the Operator's employees imposed upon the MEC, the ST, the State and/or the Operator.

9.3 Nothing herein contained shall be deemed to restrict or abrogate either (a) the powers or jurisdiction of the State of Maine Department of Transportation or any other agency or

office of the State of Maine under law; or (b) the obligation, power, right, or ability of any agency of the State of Maine to participate in any regulatory proceeding arising out of or relating to this Easement Agreement, the exercise of any rights or obligations hereunder, or any action taken pursuant hereto.

9.4 Waiver of any provision of this Easement Agreement, in whole or in part, can be made only by an agreement in writing signed by the party against whom enforcement is sought and such waiver in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.

9.5 Any notice or invoice required or permitted under this Easement Agreement shall be given in writing to the MEC, the ST, the State and the Operator at their respective addresses specified below, or at such other address as the affected entity may specify by notice as provided herein, by (i)(A) delivery in hand or by postage prepaid, United States first class mail and (B) registered or certified mail, return receipt requested, or (ii) other form of expedited mail that provides for delivery to the sender of a signed receipt, or (iii) telegram. Notice so sent shall be effective upon receipt.

If to MEC:

Vice President - Transportation
Maine Central Railroad Company
Iron Horse Park
North Billerica, MA 01862

Instr 22425 Bk 9572 Ps 339

Copy to:

Treasurer
Maine Central Railroad Company
Iron Horse Park
North Billerica, MA 01862

If to ST:

Vice-President, Transportation
Springfield Terminal Company
Iron Horse Park
North Billerica, MA 01862

If to State:

Director, Rail Transportation
Maine Department of Transportation
State House Station #16
Augusta, ME 04333

Copy to:

Chief Counsel
Legal Division
Maine Department of Transportation
State House Station #16
Augusta, ME 04333

Copy to:

Third Party Operator(s) to such address as is designated in accordance with this Section 9.5.

Notwithstanding the foregoing, for purposes of service of process upon the MEC, the MEC's usual place of business is at 39 Hastings Street, Portland, Maine 04102.

9.6 This Easement Agreement: (i) except as otherwise specifically provided, may be amended, modified, or terminated, in whole or in part, only by a writing signed by both parties and recorded in the registry of deeds in which the Line(s) lie; (ii) contains headings only for convenience, which headings do not form part of and shall not be used in construction of this

Easement Agreement; and (iii) except with respect to the Operator, is not intended to inure to the benefit of any person or entity not a party to this Easement Agreement.

9.7 The rights afforded and the obligations imposed by this Easement Agreement are unique. Breach of any of such obligations would injure the parties and the third party beneficiaries to this Easement Agreement; such injury is likely to be difficult to measure; and monetary damages, even if ascertainable, are likely to be inadequate compensation for such injury. The parties to this Easement Agreement, therefore, acknowledge and agree that protection of the respective interests provided herein would require equitable relief, including specific performance and injunctive relief, in addition to any other remedy or remedies that the parties or third party beneficiaries may have at law or in equity under this Easement Agreement.

9.8 The MEC, the ST, the State, and the Operator shall not be responsible to each other for delays or errors in their respective performances or other breaches under this Easement Agreement occurring by reason of circumstances beyond their control, including acts of civil or military authority, national emergencies, fire, major mechanical breakdown, labor disputes, flood or catastrophe, acts of God, insurrection, war, riots, or failure of electrical power supply.

9.9 This Easement Agreement shall run with the land and shall bind and inure to the benefit of the MEC and the State and their respective legal representatives, successors and

Instr 22425 Bk 9572 Pg 341

assigns forever. The terms and conditions set forth in this Easement Agreement also shall bind and inure to the benefit of the Operator and the ST and their respective legal representatives, successors and assigns for so long as each shall hold any rights or obligations with respect to the Lines. The MEC and the State hereby further acknowledge and agree that each shall have the absolute right to assign any or all of its rights and obligations under this Easement Agreement to any other person with the other's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the MEC/ST shall have no right to assign to any entity except the Operator any rights or interests held by either of them in the Rockland Branch of the Lines, excluding from this prohibition only the right to provide rail freight service to the existing Bath Iron Works facility located at Hardings, Brunswick, Maine as of the Conveyance Date.

CONTINUED ON NEXT PAGE

Instr 22425 Bk 9572 Pg 342

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed as a sealed instrument as of the date first set forth above by their duly authorized representatives.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

By _____
Dana F. Conners
Commissioner
State House Station #16
Augusta, ME 04333

MAINE CENTRAL RAILROAD COMPANY

By: _____
David A. Fink
President
Iron Horse Park
North Billerica, MA 01862

SPRINGFIELD TERMINAL RAILWAY COMPANY

By: _____
David A. Fink, President
Iron Horse Park
North Billerica, MA 01862

STATE OF MAINE
COUNTY OF KENNEBEC } ss. 26 Feb. , 1991

Personally appeared the above-named David A. Fink, President of the Maine Central Railroad Company and of the Springfield Terminal Railway Company, and acknowledged the execution of the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of the Maine Central Railroad Company and of the Springfield Terminal Company.

Before me, _____
~~Notary Public~~ ATTORNEY AT LAW

JANE SURRO Pyne
Printed Name
My commission expires:

Instr 22425 Bk 9572 Pg 343

STATE OF MAINE)
COUNTY OF KENNEBEC), ss. 26 FEB. , 1991

Personally appeared before me the above-named Dana F. Connors, Commissioner, State of Maine Department of Transportation, and acknowledged the execution of the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me [signature] ~~Notary Public~~/Attorney at Law

JANE SHERMAN PLUNK
~~Printed Name~~
~~My commission expires:~~

.90618I

APPENDIX 4
FREIGHT TRAFFIC SPREADSHEET

Freight Traffic: September 2022 to August 2023	
Shipper	Car Loads
AMERICAN STEEL AND ALUMINUM LLC	18
BATH IRON WORKS	14
DICAPERL MINERALS CORP	37
DRAGON PRODUCTS COMPANY*	1023
GIANT CEMENT HOLDING	0
MAINE NORTHERN RR	2
OHARA CORP	8
Total	1102

*Please note: Dragon products has ceased onsite production entirely.

APPENDIX 5
ROCKLAND BRANCH: ADDITIONAL INFORMATION

1. The State of Maine's acquisition of the segment of the Rockland Branch between Railway Mile 29.40 and Railway Mile 33.79 was subject to a telecommunications easement reserved by Maine Central Railroad Company. Copies of this telecommunications easement are available upon request.

2. The State of Maine's acquisition of the segment of the Rockland Branch between Railway Mile 29.40 and Railway Mile 33.79 was subject to a grade crossing in Brunswick, Maine, reserved by Maine Central Railroad Company. The right to use this crossing has since been exercised. Copies of the terms and conditions pertaining to this crossing are available upon request.

3. The State of Maine's acquisition of the Rockland Branch was subject to an easement granted by Maine Central Railroad Company to Northern Lights, Inc. dated April 16, 1987 (to the extent that this easement applies to the Rockland Branch). Copies of this easement are available upon request.

4. The State of Maine has leased to Maine Central Railroad Company an eight-foot-wide strip along the northerly and westerly side of the segment of the Rockland Branch between Railway Mile 33.79 and Railway Mile 85.55 for the purpose of laying, maintaining, replacing and repairing telecommunication lines. Copies of this lease are available upon request.

5. Interested parties are advised that between Railway Mile 74.55 and Railway Mile 74.8 in Warren, Maine, there is a driveway located within the right of way roughly parallel to the track. Along one segment of this driveway there is or will be curbing located approximately two feet from the end of ties, and along another segment of this driveway there is or will be a fence located approximately five feet from the nearest rail. Train crews must be alert to the fouling hazard that may be created by vehicles using this driveway.

6. It is anticipated that, before the end of 2025, positive train control will be installed and operational in the Brunswick Terminal Area.

7. Before positive train control becomes operational in the Brunswick Terminal Area: (a) the new operator’s freight operations in the Brunswick Terminal Area will be conducted in the same manner as conducted by the previous freight operator; and (b) the new operator’s passenger operations (if any) in the Brunswick Terminal Area will be conducted in accordance with an agreement to be reached between the new operator, Amtrak, and CSX.

8. After positive train control becomes operational in the Brunswick Terminal Area, (a) the new operator’s freight operations in the Brunswick Terminal Area will be conducted consistently with applicable positive train control requirements; and (b)

the new operator's passenger operations (if any) in the Brunswick Terminal Area will be conducted consistently with applicable positive train control requirements and in accordance with an agreement to be reached between the new operator, Amtrak, and CSX.

APPENDIX 6

HOST RAILROAD AND AMTRAK OPERATIONS OVERVIEW

- Agreements
  - Amtrak requires the host railroad to enter into a bi-lateral Amtrak-host operating agreement, containing the following principal elements:

Amtrak Host Operating Agreement Overview:

- Recitals
  - The recitals provide the purpose of the agreement and a brief history.
- Article 1- Definitions
  - This section defines the major terms, abbreviations and acronyms that are used in the agreement.
- Article 3 – Services
  - This section outlines that the host railroad will provide all services which they are contracted to provide, and which are requested by Amtrak to operate intercity rail passenger.
    - Amtrak may request the modification of existing services, additional services, and emergency services from the host railroad.
    - Amtrak may request labor, material, equipment, and facilities to operate its service. The host railroad will make every reasonable effort to avoid excessive delays and to deliver Amtrak trains on-time. The host railroad has the sole control of the operation of Amtrak trains while on their rail lines and agrees to provide a level of service that will contribute to the success of Amtrak service.
    - The parties shall not be obligated to violate their labor agreements in connection with the Amtrak service, and Amtrak agrees that its employees shall be subject to the direction, supervision, and control of the host railroad, and shall be governed by that railroad's operating and safety rules, procedures, and standards.
- Article 4 – Rail Lines
  - This section outlines the host railroad's obligations with respect to the maintenance of the rail lines, including the following:
    - The host railroad shall not dispose of or abandon any rail lines currently being used by Amtrak without Amtrak's consent.
    - The railroad will maintain the tracks over which Amtrak trains operate, at an agreed-upon standard. Amtrak shall pay the host railroad the incremental maintenance cost incurred as a result of the operation of Amtrak trains on the host railroad's tracks at the agreed-upon standard.

- Article 5 – Accounts and Payments
    - This section outlines the processes and procedures for making payments to the host railroad for incremental costs.
        - For trains currently being operated, Amtrak will pay the host railroad the incremental cost amounts for services described in the agreement. For any additional trains, increased payments to the host railroad shall be calculated using the same methodology that was used in setting payments for the current service.
        - Amtrak has the right to review, audit and evaluate all operations, performance, controls, practices, procedures, and costs in connection with services and use of the host railroad's facilities. The host railroad will be required to retain all records associated with Amtrak for the period specified in this subsection (usually 36 months).
- Article 6 – Dispute Resolution
    - This section outlines the processes and procedures for resolving disputes under the operating agreement. Contract disputes that cannot be settled between Amtrak and the host railroad directly may be decided by an arbitration panel.
- Article 7 – Liability and Insurance
    - This section outlines the liability apportionment arrangement between the parties under the operating agreement, and the host railroad insurance requirements.
        - Indemnification:
            - Amtrak and the host railroad each agree to indemnify and save harmless the other, irrespective of negligence or fault, from injuries to or death of its employees, agents, servants, or passengers and from damage to or destruction of their property.
        - Host Railroad Insurance requirements:
            - The required insurance limits for bodily injury and property damage will be set based on the agreed to operation.
            - Automobile liability insurance no less than five million dollars ($5,000,000) per accident or occurrence for bodily injury and property damage liability.
            - Property insurance covering all property owned, leased or in the care custody and control of the host

railroad in an amount not less than one hundred percent (%100) of the full replacement cost of such property. This insurance shall name Amtrak as loss payee as its interest may appear and contain a waiver of subrogation against Amtrak.
    - Workers Compensation and Employers Liability Insurance
      $1,000,000 each employee or accident.
    - Federal Employers Liability Act (FELA) $10,000,000 per occurrence.
- In no event shall Amtrak be responsible for any obligation under a Lease and Operating Agreement between the State of Maine and the Host Railroad.

- Brunswick Terminal Area Letter Agreement:
  - Amtrak and the host railroad are party to the Brunswick Terminal Area Letter Agreement. Please contact MaineDOT for additional information.
    - The host railroad will enter into an interchange agreement with CSX.
    - Passenger trains have priority over freight trains operating within the Brunswick Terminal Area.
    - Outlines liability apportionment between the host railroad and Amtrak.

- Infrastructure:
  - In accordance with Amtrak's mission, as outlined in 49 U.S.C. 24101, et. seq., Amtrak is to provide "trip time competitive services" with a "system average speed of 60-mph". To that end, Amtrak requests that the host railroad maintain a minimum Class III Track.
  - The host railroad will be required to document and/or have a program for, in addition, the host railroad shall comply with all FRA, state, and local regulations.
    - CFR 240/242 Engineer/Conductor Certification
    - Timetable (published timetable must include passenger speeds)
    - 24/7 Dispatching Services based on the proposed service plan
  - Positive Train Control Implementation Plan.
    - CFR 263.1019 Main Line Track Exceptions
      - Amtrak and the host railroad will coordinate efforts to ensure that temporal separation is established and maintained at all times.
      - Amtrak and the host railroad will coordinate efforts filing a main line track exclusion addendum (MTEA).
    - Any contractor hired to implement mitigations will be required to meet Federal Railroad Administration approval.

- Safety
    - Amtrak and the host railroad will participate in a joint Amtrak Passenger Train Emergency Preparedness Plan. As part of this, the host railroad, will assist with providing a location to place equipment for the hands-on training.

- Proposed Service
    - Between Brunswick and Bath two times daily, Monday-Friday year round to serve Bath Iron Works.
    - Seasonal May-October two to three times per day Thursday-Sunday between Brunswick and Rockland.
    - Limits operational windows for freight and excursion service when Amtrak trains are present (freight service would likely have to occur at night; excursion service would likely be limited to Monday-Wednesday).

APPENDIX 7
FORM OF PROPOSALS

All proposals must contain the following information:

A. Identification of Respondent

1. If Respondent is a corporation:

(a) Respondent's name and principal office address.

(b) The date Respondent was incorporated and the state of incorporation. Provide a copy of Respondent's current articles of incorporation.

(c) The names and addresses of all stockholders owning 5% or more of Respondent's outstanding stock.

(d) The names and addresses of all current and proposed members of Respondent's board of directors.

(e) The names and addresses of all of Respondent's current and proposed officers. Provide resumes for these individuals.

2. If Respondent is a business entity other than a corporation:

(a) Respondent's name and principal office address.

(b) The form of business entity and the date and state of establishment. Provide a copy of the current documents establishing Respondent.

(c) The names and addresses of persons or entities having a 5% or more ownership interest in Respondent.

(d) The names and addresses of all current and proposed members of the body with overall management responsibility for Respondent.

(e) The names and addresses of all of Respondent's current and proposed officers. Provide resumes for these individuals.

3. A detailed description of the reasons why Respondent wishes to provide the services described in Respondent's proposal.

B. A detailed narrative of Respondent's proposed operations.

C. Name, address, and telephone number of the individual(s) responsible for:

1. the content of Respondent's proposal;

2. answering questions that MAINEDOT may have; and

3. negotiating with MAINEDOT.

D. Name, location, and characteristics of other railroad property, if any, presently operated by Respondent. Provide a copy of the most recent annual report for each such property.

E. Letters of reference from:

1. an officer of a financial institution with whom Respondent does business;

2. another operating railroad with knowledge of Respondent's ability to provide the services described in Respondent's proposal; and

3. three customers for whom Respondent presently provides the services described in Respondent's proposal.

F. A description of the experience and skill level of each officer and each key management employee who will be responsible for the services described in Respondent's proposal. (If it is anticipated that one or more contractors will be responsible for some or all of the services described in Respondent's proposal, state the names of all such contractors and describe the experience of each such contractor.) Include the following specific functions (as applicable):

1. Maintenance of rail facilities;

2. Maintenance of rolling stock;

3. Operation of trains;

4. Operation of freight rail service, including:

(a) performance of time-keeping, billing, interline settlement, demurrage, accounting and other administrative functions, including a proposed tariff schedule;

(b) negotiation and implementation of contracts and agreements;

(c) development and maintenance of a set of performance criteria; and

(d) marketing.

G. A description of Respondent's financial and physical ability to provide the services described in Respondent's proposal, including (as applicable) descriptions of:

1. how Respondent will provide sufficient experienced administrative personnel, supervisory personnel, transportation personnel, mechanical personnel, and maintenance personnel (including maintenance of way and signals personnel);

2. how Respondent will provide the necessary materials, tools and equipment for, and how Respondent will perform, the maintenance services described in Respondent's proposal;

3. how Respondent will procure motive power for the freight rail service described in Respondent's proposal;

4. how Respondent will procure a supply of freight cars for the freight rail service described in Respondent's proposal; and

5. how Respondent will provide the necessary materials, tools and equipment for, and how Respondent will perform, mechanical work on the rolling stock used in the freight rail service described in Respondent's proposal.

H. A description of Respondent's financial ability to provide the services described in Respondent's proposal without an operating subsidy.

Respondents are reminded to review Part XI of this Request for Proposals pertaining to Maine's Freedom of Access Act.

J. Substantiation of funds currently available and funds that will become available should Respondent be selected and demonstration that these funds will suffice to sustain the services described in Respondent's proposal. Indicate the extent (if any) to which funding is contingent upon Respondent's selection and provide documentation as to the availability of funding if selected, including time required.

K. A pro-forma financial statement for three years for the services described in Respondent's proposal. Include (as applicable) the following items:

1. Income

    a. freight carloads and revenues

    b. other income

2. Expenses

    a. rail line maintenance labor

b. rail line maintenance materials, tools and equipment

c. freight rolling stock

d. freight fuel

e. freight train and engine labor

f. freight mechanical work labor

g. freight mechanical work materials, tools and equipment

h. general and administrative

i. other (specify)

L. Detailed annual maintenance plans for the Lower Road and the Rockland Branch. Include the estimated costs to carry out these plans for three years, broken down into labor, equipment and materials components.

N. A description of Respondent's experience operating scheduled passenger rail service.

O. Respondent's commitment to the success of scheduled passenger rail services that may operate in the future over the Lower Road and the Rockland Branch, no matter who is operating these services. Describe how Respondent intends to fulfill this commitment.

P. Proposed per-unit-mile track charges to be paid by each passenger service operator ("PSO") to Operator.

Q. Any and all other proposed charges to be paid by each PSO to Operator.

R. Proposed framework for the allocation of liability between Operator and each PSO (giving due regard to the liability limitation specified in 23 M.R.S.A. § 8012).

S. Proposed insurance coverage for each PSO to maintain (bearing in mind that each PSO will be required to maintain the liability insurance specified in 23 M.R.S.A. § 8012).

T. A proposed framework for reaching agreement with each PSO on all other matters necessary and appropriate for the operation of passenger rail service.